CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
December 12, 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 Pat Bryant, Travis Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation from Director of Finance Christy Weakland regarding Budget update.

   3b. Presentation from Assistant to the City Manager Taylor Novak regarding a pilot small business expansion incentive program.

   3c. Presentation of The BTE Leadership Awards.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF OCTOBER 17, 2023

   4b. REGULAR SESSION OF NOVEMBER 14, 2023

5. 2023-173 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH FLOCK GROUP INC D/B/A FLOCK SAFETY FOR THE PURCHASE AND INSTALLATION OF THIRTY-THREE (33) FLOCK LICENSE PLATE CAMERAS FOR A TOTAL COST OF $103,950.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

6. 2023-174 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTINGENT FEE

CONTRACT WITH MCCREARY VESELKA BRAGG & ALLEN P.C. (THE "FIRM") OF ROUND ROCK, TEXAS, FOR LEGAL SERVICES REGARDING THE COLLECTION OF VARIOUS DELINQUENT ACCOUNTS RECEIVABLE; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2023-175 – RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE WHEEL LOADER WITH A GRAPPLE BUCKET FROM YELLOWHOUSE MACHINERY CO. THROUGH SOURCEWELL FOR A TOTAL COST OF $212,685.00 **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 2023-176 – RESOLUTION RESCINDING RESOLUTION NO. 2023-115; REJECTING THE SOLE PROPOSAL RECEIVED; AND AUTHORIZING THE CITY MANAGER TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE NORTH CITIZEN COLLECTION STATION PROJECT AND THE WEST CITIZEN COLLECTION STATION PROJECT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 2023-177 – RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THAT CERTAIN CONTRACT WITH AXON ENTERPRISES, INC., FOR BODY WORN CAMERA SYSTEMS FOR THE POLICE DEPARTMENT; AND AUTHORIZING PAYMENT FOR SAID SECOND AMENDMENT **(DISTRICT: NONE) (GENERAL SERVICES)**

10. 2023-178 – RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL TERMINATION AND RELEASE AGREEMENT WITH ONYX GENERAL CONTRACTORS, LLC, REGARDING THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR THE PERFORMANCE OF CONSTRUCTION MANAGER-AT-RISK SERVICES FOR THE DOUG RUSSELL POOL BATH HOUSE PROJECT **(DISTRICT 2) (GENERAL SERVICES)**

11. 2023-179 – RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THE REYES MASHBURN NELMS PARK BASEBALL FIELD COMPLEX, AND THE PURCHASE AND INSTALLATION OF NEW FIELD TURF FOR FIELDS 1-4, 5, AND 8 AT REYES MASHBURN NELMS PARK FOR A TOTAL COST OF $12,547,425.00; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 2) (GENERAL SERVICES)**

12. 2023-180 – RESOLUTION APPROVING A CONTRACT WITH RINGCENTRAL, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE OF THE RINGCENTRAL CONTACT CENTER PLATFORM FOR A TOTAL COST OF $693,545.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

13. 2023-181 – RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF THE HUMAN RESOURCES INFORMATION SYSTEM SUITE FROM

GOVERNMENTJOBS.COM, INC., D/B/A NEOGOV FOR A TOTAL COST OF $782,302.30 AND APPROPRIATING FUNDS **(DISTRICT: NONE) (GENERAL SERVICES)**

14. 2023-182 – RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A LEICA RTC360 LASER SCANNER SYSTEM AND ASSOCIATED SERVICES FROM COLLISION FORENSIC SOLUTIONS, LLC, FOR A TOTAL COST OF $123,984.60 **(DISTRICT: NONE) (GENERAL SERVICES)**

15. 2023-183 – RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE REYES MASHBURN NELMS PARK BASEBALL FIELDS FOR A TOTAL COST OF $1,757,088.00; AND APPROPRIATING FUNDS FOR SAID CONTRACT **(DISTRICT 2) (GENERAL SERVICES)**

16. 2023-184 – RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF ONE-YEAR MAINTENANCE AND LICENSE RENEWAL FOR THE UTILITY BILLING MANAGEMENT SYSTEM FROM SMARTWORKS, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR A TOTAL OF $102,693.88 **(DISTRICT: NONE) (GENERAL SERVICES)**

17. 143-2023 – MOTION AUTHORIZING THE EXECUTION OF A REVOCABLE LICENSE AGREEMENT WITH MIDLAND DOWNTOWN FARMERS' MARKET REGARDING CITY-OWNED PROPERTY DESCRIBED AS (I) THE PORTION OF COLORADO STREET LOCATED NORTH OF OHIO AVENUE AND SOUTH OF TENNESSEE AVENUE AND (II) BLOCK 7, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS **(DISTRICT 2) (GENERAL SERVICES)**

18. 2023-185 – RESOLUTION AMENDING THE CITY OF MIDLAND PERSONNEL POLICIES SO AS TO (1) REFLECT THE CITY'S CURRENT MISSION, VISION, AND GUIDING PRINCIPLES, (2) REVISE THE DEFINITION OF "DEPARTMENT MANAGERS", AND (3) REQUIRE AN EMPLOYEE WHO SEEKS ADMINISTRATIVE REVIEW OF AN ADVERSE ACTION TO PERSONALLY ATTEND HIS OR HER APPEAL HEARING; AND PROVIDING AN EFFECTIVE DATE OF DECEMBER 13, 2023 **(DISTRICT: NONE) (ADMINISTRATIVE SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

19. 144-2023 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 10 TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL; SAID AMENDMENT PROVIDING AN ADDITIONAL APPROPRIATION OF $139,600 TO THE AIRLINE RATES AND CHARGES ANALYSIS PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS)**

20. 145-2023 – MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND PARKHILL, SMITH &

COOPER, INC. DBA PARKHILL FOR SERVICES RELATED TO THE PREPARATION OF A DOWNTOWN MASTER PLAN **(DISTRICT 2) (CITY MANAGER) (QUALITY OF LIFE AND PLACE)**

21. 2023-186 – RESOLUTION AUTHORIZING THE APPLICATION OF DEVELOPMENT FEES THAT WILL BE PAID BY MIDLAND INDEPENDENT SCHOOL DISTRICT IN CONNECTION WITH THE DEVELOPMENT OF THREE NEW SCHOOLS TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS NEAR THE LOCATIONS OF THE SCHOOLS **(DISTRICT: ALL) (CITY MANAGER)**

22. 146-2023 – MOTION APPROVING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $150,000.00 AWARDED BY SCHLUMBERGER LIMITED DBA SLB; SAID GRANT FUNDS TO BE USED FOR THE CONSTRUCTION AND INSTALLATION OF CERTAIN PLAYGROUND EQUIPMENT, SOLAR LIGHTING, AND OTHER AMENITIES AT GRASSLANDS PARK **(DISTRICT 4) (COMMUNITY SERVICES)**

23. 147-2023 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SPECIAL OLYMPICS TEXAS, INC., TO PROVIDE FOR THE ESTABLISHMENT AND ADMINISTRATION OF THE FALL CLASSIC ATHLETIC COMPETITION IN THE CITY OF MIDLAND, TEXAS, AND THE GREATER PERMIAN BASIN **(DISTRICT: ALL) (COMMUNITY SERVICES)**

24. 148-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PRELIMINARY PLAT OF HARMONY SCHOOL ADDITION, SECTION 1, BEING A 30.96-ACRE TRACT OF LAND LOCATED IN SECTION 19, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTH OF EAST LOOP 250, APPROXIMATELY 115 FEET EAST OF MEADOWSIDE STREET) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

25. 149-2023 – MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2022/2023 **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

26. 2023-187 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT FOR SAID HOSPITAL DISTRICT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO **(DISTRICT 2 & 3) (DEVELOPMENT SERVICES)**

27. 2023-188 – RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS PROVIDING FOR CERTAIN IMPROVEMENTS TO STATE HIGHWAY 158; THE TOTAL ESTIMATED PROJECT COST BEING $2,914,082.00; THE CITY'S ESTIMATED SHARE OF THE PROJECT COST BEING $2,759,460.00; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO THE STATE OF TEXAS **(DISTRICT 4)**

(ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

28. 150-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE WITH ENDEAVOR ENERGY RESOURCES, L.P., (23-329-046) REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES)**

SECOND READINGS

29. 10454 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR COMMERCIAL AMUSEMENT (OUTDOORS); MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES)** (FIRST READING HELD NOVEMBER 14, 2023)

30. 10455 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES)** (FIRST READING HELD NOVEMBER 14, 2023)

31. 10456 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOBILE FOOD VENDOR PARK AND COMMERCIAL AMUSEMENT (OUTDOOR) FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION

SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES)** (FIRST READING HELD NOVEMBER 14, 2023)

32. 10457 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 23.93-ACRE TRACT OF LAND OUT OF SECTION 27, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A MEDICAL CENTER AND HOSPITAL, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A MEDICAL CENTER AND HOSPITAL (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF KENT STREET AND WEST MICHIGAN 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 3) (DEVELOPMENT SERVICES)** (FIRST READING HELD NOVEMBER 14, 2023)

33. 10458 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 52, BLOCK 31, LONE STAR TRAILS ADDITION, SECTION 5, CORRECTION PLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LONE STAR LANE AND BURNETT LANE), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES)** (FIRST READING HELD NOVEMBER 14, 2023)

34. 10459 – AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT”, CHAPTER XI, “AIRPORT HEIGHT HAZARD AND COMPATIBLE LAND USE ZONING,” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REPLACE THE MIDLAND INTERNATIONAL AIRPORT COMPATIBLE LAND USE ZONING MAP DATED JUNE 2014 WITH THE REVISED MIDLAND INTERNATIONAL AIRPORT COMPATIBLE LAND USE ZONING MAP; 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 NOVEMBER 14, 2023)

35. 10460 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.42-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 30, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH MCKENZIE STREET AND WEST FRANCIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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 NOVEMBER 14, 2023)

36. 10461 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 14 FEET OF LOT 16, THE ENTIRETY OF LOT 17, AND THE NORTH 10.5 FEET OF LOT 18, BLOCK 2, TEJAS TERRACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH H STREET APPROXIMATELY 150 FEET SOUTH OF STANOLIND AVENUE), BY PERMITTING (1) AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS AND (2) A REDUCED MINIMUM REAR YARD SETBACK; 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 3) (DEVELOPMENT SERVICES)** (FIRST READING HELD NOVEMBER 14, 2023)

37. 10462 – AN ORDINANCE VACATING AND ABANDONING A 0.159-ACRE PORTION OF ROPE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, ADOBE MEADOWS ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF ROPE STREET, APPROXIMATELY 435 FEET NORTH OF MOCKINGBIRD LANE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $477.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 1) (DEVELOPMENT SERVICES)** (FIRST READING HELD NOVEMBER 14, 2023)

38. 10463 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3A, BLOCK 52, BELMONT ADDITION, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 165 FEET EAST OF BELMONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)** (FIRST READING HELD NOVEMBER 14, 2023)

39. 10464 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 18, BLOCK 1, EDWARDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH DALLAS STREET, APPROXIMATELY 200 FEET NORTH OF MISSISSIPPI 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 NOVEMBER 14, 2023)

PUBLIC HEARINGS

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

40. 10465 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 80.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 500 FEET WEST OF HIGHLAND BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

41. 10466 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 51.097-ACRE TRACT OF LAND LOCATED ON LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 2,500 FEET SOUTH OF W. WADLEY AVENUE AND 1,600 FEET WEST OF GRASSLAND BOULEVARD), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A WILDLIFE REHABILITATION CENTER; 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)**

42. 10467 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 22,000-SQUARE FOOT PORTION OF LOT 12, BLOCK 3, GATEWAY PLAZA ADDITION, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LIBERTY DRIVE AND STARBOARD DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

43. 10468 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, BUSH TENNIS CENTER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE

APPROXIMATELY 431 FEET WEST OF SANTA ROSA DRIVE), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RECREATION FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

44. 10469 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,363-SQUARE FOOT PORTION OF LOT 1A, BLOCK 1, PAVILION PARK, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST MOCKINGBIRD LANE AND NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

45. 10470 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,337-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, MYATT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

46. 10471 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.245-ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 12, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH D STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS

($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

47. 10472 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 11, 12, AND 13, BLOCK 55, PERMIAN ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST ILLINOIS AVENUE AND NORTH MCDONALD STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

48. 10473 – AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT”, CHAPTER 13, “MUNICIPAL DRAINAGE UTILITY” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO (1) EXEMPT OPEN-ENROLLMENT CHARTER SCHOOLS FROM DRAINAGE CHARGES AND (2) REMOVE THE EXPIRATION DATE OF DRAINAGE CHARGES; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION **(DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

49. 10474 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 12, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF BRYANT STREET APPROXIMATELY 125 FEET NORTH OF HART 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

50. 10475 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,115-SQUARE FOOT PORTION OF LOT 4A, BLOCK 1, NORTH PARK ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY**

WITH MORE QUALITY JOBS)

51. 10476 – AN ORDINANCE VACATING AND ABANDONING A 0.138-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 97, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN EAST KENTUCKY AVENUE AND EAST INDIANA AVENUE, APPROXIMATELY 188 FEET EAST OF SOUTH MAIN STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $7,514.00; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

52. 10477 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 3.86-ACRE TRACT OF LAND, OUT OF SECTION 35, BLOCK 40, T-I-S, T&P RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED APPROXIMATELY 230 FEET NORTH OF CASTLEWOOD DRIVE, AND APPROXIMATELY 620 FEET WEST OF HOMELAND 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

53. 10478 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 210 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

54. 10479 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 7.84-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH FAIRGROUNDS ROAD), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; 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 **(QUALITY OF LIFE AND PLACE) (DISTRICT 2) (DEVELOPMENT SERVICES)**

55. 10480 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 11 AND 12, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 27, CORRECTION PLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF

WINDHAVEN DRIVE, APPROXIMATELY 400 FEET SOUTH OF DEAUVILLE BOULEVARD), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

56. 10481 – AN ORDINANCE INCREASING THE CITY OF MIDLAND'S EMPLOYER CONTRIBUTION RATE TO THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND FROM 22.2 PERCENT TO 24.2 PERCENT OF THE PARTICIPATING EMPLOYEES' GROSS PAY; PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2024; AND ORDERING PUBLICATION **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

57. 2023-189 – RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO SETTLE LITIGATION STYLED CITY OF MIDLAND, TEXAS V. TIMBER FLOYD, ET AL. (142ND JUDICIAL DISTRICT COURT, MIDLAND COUNTY, TEXAS; CAUSE NUMBER CV56771) **(LEGAL)**

58. 2023-190 – RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO SETTLE THE RAILROAD COMMISSION PROCEEDING BETWEEN THE CITY OF MIDLAND, TEXAS, AND PILOT WATER GATHERING DELAWARE, LLC **(LEGAL)**

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

a. Section 551.087, Deliberate Economic Development Negotiations

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

b. Section 551.071, Consultation with Attorney

b.1. Discuss pending or contemplated litigation.

c. Section 551.074, Personnel Matters

c.1. Deliberate the employment, evaluation, compensation and duties of the City Manager, the City Attorney, the City Secretary, the Municipal Court Presiding Judge and the Municipal Court Associate Judge.

Respectfully Submitted,

Tommy Gonzalez
City Manager

MEETING ASSISTANCE INFORMATION: The Midland City Hall and Council Chamber are wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

MIDLAND CITY COUNCIL
MINUTES
October 17, 2023

The City Council convened in regular session in the Barbara & George H.W. Bush Convention Center, Ballroom A, Midland, Texas, at 10:00 a.m., October 17, 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, First Assistant City Attorney Stephen Gates

The meeting was called to order at 10:01 a.m.

PUBLIC HEARINGS

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

1. HOLD A JOINT PUBLIC HEARING OF THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND AT 10:00 A.M. ON TUESDAY, OCTOBER 17, 2023, IN BALLROOM A, BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER, 105 N. MAIN STREET, MIDLAND, TEXAS 79701 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 THE LAND USE AND DEVELOPMENT WITHIN SAID OVERLAY DISTRICT AND TO AMEND THE ZONING MAP ACCORDINGLY. PUBLIC HEARING ONLY (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Interim Development Services Director Rolandrea Russell gave a brief overview of the Centennial Entertainment Overlay District by providing information on the downtown location, purpose (which is to elevate Downtown), permitted uses, such as: alcoholic beverage sales for on-premises consumption (one example), a list of definitions and parklets.

After questions about notices, Council Member Corrales explained that having the joint public hearing is in lieu of sending out a lot of paper notices.

DRAFT

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

Shirley Howard, Midland, asked about the monitoring of acholic beverages downtown in which it was explained citizens will not be allowed to walk around with open containers and businesses would still need to operate under TABC guidelines.

Mayor Blong expounded further on the TABC guidelines that will need to be followed.

Natalie Shelton, Executive Director of Downtown Midland Management District, reported they would like to be more involved.

Planning and Zoning Chair Lucy Sisniega inquired about churches and schools in the area with regard to the sale of alcohol. Interim Development Services Director Rolandrea Russell reported that even though there is an SUD, they would still need to comply with TABC rules regarding proximity to churches and schools.

Sharla Hotchkiss, Midland, inquired about policing alcohol in the park. Council Member Ladd reported it will be the same as it is now but they would like to be able to add more staff such as police, parking and sanitation to the area.

There being no one else wishing to speak, Mayor Blong closed the public hearing at 10:14 a.m. Planning and Zoning Chair Lucy Sisniega closed the Planning and Zoning public hearing at 10:14 a.m.

All the business at hand having been completed, the meeting adjourned at 10:15 a.m.

PASSED AND APPROVED November 14, 2023.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
November 14, 2023

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., November 14, 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 Jon Wymore, Livingway Four Square Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation from Chief Information Officer Jennifer Frescaz regarding Radio Upgrade and Interoperability Leading to Interlocals.

   Managing Director and Chief Information Officer Jennifer Frescaz provided a brief overview of the P25 Radio Project Upgrade.

   Ms. Frescaz reviewed how this project is in line with Strategic Goal number two which is to “set the standard for a safe and secure city and be the safest city in West Texas”. It’s also in line with Strategic Goal number 5 which is to “provide sound governance and fiscal management and recruit and retain a skilled and diverse workforce and to enhance the citizen experience”.

Ms. Frescaz provided the expected outcomes, community impact, project overview and project history dating back to 2014 with the purchase of the Harris Radio System. Ms. Frescaz reported on the portable and mobile coverage areas, the project accomplishments, what's upcoming and the funding for the project.

3b. Presentation from Assistant City Manager Jose Ortiz regarding the state of the streets.

Engineering Services Director Gabriel McClelland gave a presentation of the state of the streets within the City of Midland.

Mr. McClelland provided key accomplishments consistent with the City of Midlands' strategic plan to "set the standard for a safe and secure city", goal number two. This will be accomplished by improving pedestrian and motorist safety by investing in traffic management and infrastructure. Mr. McClelland also reported the key accomplishments consistent with the City of Midlands' strategic plan number six which is to "strengthen and sustain our infrastructure network".

Mr. McClelland shared that the street network in Midland is about 667 miles of paved roads versus 552 miles of paved roads in Odessa and reviewed the Cumulative Pavement Condition Index (PCI) for Midland's street network. Cities want a PCI greater than 55 and the City of Midland is at 69.

Mr. McClelland went on to review pavement management challenges the city is facing that affect the PCI such as climate (UV rays, moisture and extreme temperatures), traffic (heavy loads, high volume & rapid growth), pavement age, utility work and drainage. He also reported on recommended strategies, goals, the benefits of in-house concrete paving and the amount of funding needed to accomplish this project.

Council Member Norman thanked Mr. McClelland and the Traffic Department for the work they have done with potholes.

Council Member Ladd commended Mr. McClelland on the presentation showing the return on investment and would like to know how we as a city will get there.

Assistant City Manager Jose Ortiz reported the bond program is coming to an end and it will be a challenge to come up with the funding but all avenues of possible funding will be explored.

Mayor Blong reported that we as a city will have to find creative solutions in order for the PCI to improve.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

DRAFT

4a. REGULAR SESSION OF OCTOBER 24, 2023

4b. SPECIAL SESSION OF OCTOBER 26, 2023

5. 2023-156 – RESOLUTION CASTING THE CITY OF MIDLAND'S VOTES FOR DIRECTORS OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR ROBERT MCNAUGHTON; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS **(DISTRICT: NONE) (FINANCE)**

6. 2023-157 – RESOLUTION AUTHORIZING THE PURCHASE OF A TWO YEAR RENEWAL OF MAINTENANCE FOR THE EXISTING FIREWALL DEVICES AND ANTIVIRUS SOFTWARE THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FROM CDW GOVERNMENT LLC AT A TOTAL COST OF $248,803.28 **(DISTRICT: NONE) (GENERAL SERVICES)**

7. 2023-158 – RESOLUTION AUTHORIZING PURCHASE OF A KOMATSU EXCAVATOR AND ASSOCIATED ATTACHMENTS FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $396,151.30 **(DISTRICT: NONE) (GENERAL SERVICES)**

8. 2023-159 – RESOLUTION AUTHORIZING THE PURCHASE OF A POWER PAVER, POWER CURBER, AND ASSOCIATED EQUIPMENT FROM CORNWELL CAPITAL II DBA POWER CURBERS COMPANIES LLC THROUGH THE EQUALIS GROUP PURCHASING PROGRAM FOR A TOTAL COST OF $990,650.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

9. 2023-160 – RESOLUTION APPROVING THE PURCHASE OF ONE (1) JOHN DEERE 6110M CAB TRACTOR, ONE (1) JOHN DEERE 1585 TERRAIN CUT COMMERCIAL FRONT MOWER, AND ONE (1) JOHN DEERE 72-INCH 7-IRON PRO COMMERCIAL SIDE MOWER FROM DEERE & COMPANY THROUGH SOURCEWELL FOR A TOTAL COST OF $209,887.38 **(DISTRICT: NONE) (GENERAL SERVICES)**

10. 2023-161 – RESOLUTION APPROVING THE PURCHASE AND UPFITTING OF THIRTY (30) CHEVROLET TAHOES AND TWO (2) CHEVROLET SILVERADO 1500 PICKUP TRUCKS FROM CALDWELL COUNTRY CHEVEROLET, LLC, THROUGH BUYBOARD AT A TOTAL COST OF $2,641,694.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

12. 2023-163 – RESOLUTION AUTHORIZING THE PURCHASE OF HERBICIDE FOR THE PLANT FARM FROM HELENA AGRI-ENTERPRISES, LLC OF STANTON, TEXAS, AT A TOTAL COST OF $134,691.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

13. 2023-164 – RESOLUTION RATIFYING THE EXECUTION OF AN AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY LLC ("ONCOR") FOR THE RELOCATION OF ONCOR'S FACILITIES IN CONNECTION WITH THE EXTENSION OF WEST WADLEY AVENUE AT A COST OF $102,733.01; AND AUTHORIZING PAYMENT **(DISTRICT:**

DRAFT

NONE) (GENERAL SERVICES)

14. 2023-165 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2024 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $397,335.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

15. 2023-166 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH AVENU INSIGHTS AND ANALYTICS, LLC OF CENTREVILLE, VIRGINIA, FOR ACCOUNTING SERVICES CONCERNING SALES AND USE TAX ADMINISTRATION, HOTEL AUDITING AND FRANCHISE FEE AUDITING; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES)**

16. 131-2023 – MOTION AUTHORIZING THE EXECUTION OF A 2024 ROUTINE AIRPORT MAINTENANCE PROGRAM AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION TO RECEIVE FUNDS IN THE AMOUNT OF $100,000.00 FOR CERTAIN MAINTENANCE AND IMPROVEMENTS AT MIDLAND AIRPARK **(DISTRICT 4) (AIRPORTS)**

17. 2023-167 – RESOLUTION APPROVING THE PURCHASE OF FURNITURE AND ASSOCIATED EQUIPMENT FOR THE MIDLAND INTERNATIONAL AIR & SPACE PORT TERMINAL BUILDING FROM SEWCO, INC., DBA OFFICEWISE FURNITURE AND EQUIPMENT THROUGH THE INTERLOCAL PURCHASING SYSTEM AND OMNIA PARTNERS FOR A TOTAL COST OF $203,927.33 **(DISTRICT 4) (AIRPORTS)**

19. 133-2023 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT #9 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL AND PROVIDING THE DESIGN PHASE OF THE TERMINAL MODERNIZATION AND CHECKPOINT RELOCATION PROJECT AND THE AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT ACQUISITION PROJECT, APPROPRIATING FUNDING TO BOTH PROJECTS **(DISTRICT 4) (AIRPORTS)**

20. 134-2023 – MOTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THAT CERTAIN NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT DATED MARCH 29, 2023, BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN AVIATION MAF, LLC; SAID AMENDMENT PROVIDING FOR AN EXTENSION OF THE DUE DILIGENCE EXPIRATION DATE FROM NOVEMBER 24, 2023, TO FEBRUARY 22, 2024 **(DISTRICT 4) (AIRPORTS)**

22. 136-2023 – MOTION APPROPRIATING THE SUM OF $400,000.00 FROM THE AIRPORT UNAPPROPRIATED FUND BALANCE TO THE MULTI-FACILITY REHAB PROJECT (900308); AND TRANSFERRING THE SUM OF $400,000.00 FROM THE MULTI-FACILITY REHAB PROJECT (900308) TO THE AIRPORT OPERATING GRANT FUND PROJECT **(DISTRICT 4) (AIRPORTS)**

23. 2023-168 – RESOLUTION ESTABLISHING THE DATES OF THE REGULAR CITY

DRAFT

COUNCIL MEETINGS TO BE HELD DURING THE CALENDAR YEAR 2024 **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE)**

24. 137-2023 – MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO SURFACE USE AGREEMENT WITH MIDLAND-PETRO D.C. PARTNERS, LLC, REGARDING DRILLING AND PRODUCTION OPERATIONS LOCATED ON AN APPROXIMATE 16.87-ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ADJACENT TO MIDLAND AIRPARK) **(DISTRICT 3) (DEVELOPMENT SERVICES)**

25. 2023-169 – RESOLUTION GRANTING VARIANCES FOR 12 OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 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); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT **(DISTRICT 3) (DEVELOPMENT SERVICES)**

26. 138-2023 – MOTION AUTHORIZING THE EXECUTION OF A SUBSURFACE USE AGREEMENT BETWEEN THE CITY OF MIDLAND AND PIONEER NATURAL RESOURCES USA, INC., REGARDING CERTAIN CITY-OWNED PROPERTY DESCRIBED AS THE SOUTH 500 FEET OF SECTION 16, BLOCK 37, T-2-S, W.T. HALCOMBE SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT:NONE) (DEVELOPMENT SERVICES)**

27. 139-2023 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR DOWNTOWN PARKING MANAGEMENT SERVICES TO INCLUDE PAY-BY-MOBILE APPLICATION PARKING AND INCIDENTAL SERVICES FOR ON-STREET PARKING, SURFACE PARKING LOTS, AND PUBLIC PARKING SPACES LOCATED AT PARKING GARAGES, AND TO NEGOTIATE AN AGREEMENT FOR SAID SERVICES; PROVIDED HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL **(DISTRICT 2) (ENGINEERING SERVICES)**

28. 2023-170 – RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GIFT DEED FROM PARK HILL RESOURCES, LLC, CONVEYING A 0.464-ACRE TRACT OF LAND LOCATED IN THE W.M. BALDRIDGE SURVEY NO. 17, BLOCK 37, T-2-S, ABSTRACT NO. 1065, MIDLAND COUNTY, TEXAS; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (UTILITIES)**

29. 2023-171 – RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY

DRAFT

MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO ACQUISITIONS OF REAL PROPERTY INTERESTS ON BEHALF OF THE CITY OF MIDLAND TO THE EXTENT THAT THE CITY COUNCIL PREVIOUSLY AUTHORIZED THE CITY MANAGER TO ACQUIRE REAL PROPERTY INTERESTS OR EXECUTE SUCH DOCUMENTS **(DISTRICT: ALL) (UTILITIES)**

Jack Ladd moved to approve consent agenda items 4-29, excluding items 11, 18 and 21; seconded by Robin Poole.

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

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

11. 2023-162 – RESOLUTION RESCINDING RESOLUTION 2023-115; REJECTING THE SOLE PROPOSAL RECEIVED; AND AUTHORIZING THE CITY MANAGER TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE NORTH CITIZEN COLLECTION STATION PROJECT AND THE WEST CITIZEN COLLECTION STATION PROJECT **(DISTRICT: ALL) (GENERAL SERVICES)**

    Council Member Stretcher Burkes pulled this item as staff is still researching information. Staff will present at a later time.

    Utilities Director Carl Craigo reported the project cannot be completed as designed due to missing items because the contingency will be a lot more than 25% of the base bid.

    John Darnell, 1311 W. Missouri, representing Onyx is here to answer questions.

    Amy Stretcher Burkes moved to defer Resolution No. 2023-162; seconded by Jack Ladd.

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

18. 132-2023 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS)**

DRAFT

Airports Director Justine Ruff gave a brief overview of the item noting that when Council decided to keep Airpark open, an effort was put in to make it look better. This is also reflected in item number 21 for fencing on this agenda.

When it rains, the entrance road to Airpark floods. Midland College has the ability to close their entrance to Airpark but the City doesn't. Water flows over the bridge preventing pilots from driving in or out. This will turn the low water crossing into a bridge to make it easier to get in and out of Airpark.

Council Member Poole reported the bridge will also include a pedestrian lane.

Robin Poole moved to approve Motion No. 132-2023; seconded by John Norman.

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

21. 135-2023 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE MIDLAND AIRPARK NORTH FENCE REPLACEMENT PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS)**

This item was discussed along with item number 18 on todays consent agenda.

Robin Poole moved to approve Motion No. 135-2023; seconded by John Norman.

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

SECOND READINGS

30. 10448 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS **(DISTRICT: 2 & 3) (COMMUNITY SERVICES)** (FIRST READING HELD OCTOBER 24, 2023)

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10448.

DRAFT

John Norman moved to approve the second and final reading of Ordinance No. 10448; seconded by Scott Dufford.

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

31. 10449 – AN ORDINANCE VACATING AND ABANDONING A 0.138-ACRE PORTION OF ALLEY RIGHT-OF-WAY, LOCATED WITHIN BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTH OF EAST KENTUCKY AVENUE, APPROXIMATELY 100 FEET WEST OF SOUTH LAMESA ROAD); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $12,000.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT 2) (DEVELOPMENT SERVICES)** (FIRST READING HELD OCTOBER 24, 2023)

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10449.

This item was pulled by the applicant. No action taken.

32. 10450 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 THROUGH 6 AND A 0.138-ACRE TRACT OF LAND, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH LAMESA ROAD AND EAST KENTUCKY AVENUE), BY PERMITTING A METAL SCREENING FENCE IN LIEU OF A MASONRY SCREENING WALL; 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 OCTOBER 24, 2023)

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10450.

This item was pulled by the applicant. No action taken.

33. 10451 – 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

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(DISTRICT 4) (DEVELOPMENT SERVICES) (DEFERRED FROM SEPTEMBER 26, 2023) (FIRST READING HELD OCTOBER 24, 2023)

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10451.

Amy Stretcher Burkes moved to approve the second and final reading of Ordinance No. 10451; seconded by Scott Dufford.

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

34. 10452 – AN ORDINANCE VACATING AND ABANDONING A 0.42-ACRE PORTION OF NORTH N STREET RIGHT-OF WAY AND A 0.13-ACRE PORTION OF ALLEY RIGHT-OF-WAY, EACH LOCATED ADJACENT TO OR WITHIN BLOCK 11, HIGHLAND PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTH OF THE INTERSECTION OF NORTH N STREET AND WEST ILLINOIS AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $75,592.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT 3) (DEVELOPMENT SERVICES)** (FIRST READING HELD OCTOBER 24, 2023)

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10452.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10452; seconded by Amy Stretcher Burkes.

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

35. 10453 – AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT” OF THE CITY CODE OF MIDLAND, TEXAS, BY ADDING CHAPTER 1A, “CENTENNIAL ENTERTAINMENT OVERLAY DISTRICT” SO AS TO ESTABLISH AN OVERLAY ZONING DISTRICT; ESTABLISHING PROVISIONS RELATED TO LAND USE AND DEVELOPMENT WITHIN SAID OVERLAY ZONING DISTRICT; AMENDING THE ZONING MAP; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ESTABLISHING AN EFFECTIVE DATE OF DECEMBER 1, 2023; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES)** (FIRST READING HELD OCTOBER 24, 2023)

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

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10453.

Scott Dufford moved to approve the second and final reading of Ordinance No. 10453; seconded by John Norman.

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

PUBLIC HEARINGS

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

36. 10454 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR COMMERCIAL AMUSEMENT (OUTDOORS); MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10454.

Development Services Director Cristina Burns gave a brief overview of the item noting the applicant is requesting a Specific Use Designation (SUD) without term for the Tailgate to be used as an outdoor entertainment facility. The current SUD is expired for alcoholic beverage sales as well as for a mobile food vendor park. This request would allow them to have their event.

Council Member Norman inquired why the SUD expired. Assistant City Manager Jose Ortiz reported he believes there was an issue with coordinating with HEB.

Development Services Director Cristina Burns reported on several other items that need to be taken care of in order to receive the SUD.

Mayor Blong opened the public hearing at 10:54 a.m.

Sean Elphick, 11 Marchelle Ct., is looking forward to being under contract in the next few weeks and would like to build everything correctly from the beginning. Mr. Elphick reported he is willing to do what it takes to come into compliance.

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There being no one else wishing to speak, the public hearing was closed at 11:01 a.m.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10454; seconded by John Norman.

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

37. 10455 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10455.

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.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10455; seconded by John Norman.

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

38. 10456 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOBILE FOOD VENDOR PARK AND COMMERCIAL AMUSEMENT (OUTDOOR) FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN;

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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)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10456.

Mayor Blong opened the public hearing at 11:03 a.m.

Sean Elphick, 11 Marchelle Ct., reported they have an event scheduled this weekend that they are obligated to pay. Mr. Elphick stated he is willing to pay the $2,000.00 fine since he knows they will be out of compliance. They have been doing everything to get into compliance but missed the deadline.

Council Member Poole inquired if there will be extra staff to assist with parking and other issues such as traffic.

Council Member Norman agreed with Mayor Blong in that we continue to be consistent, stay in compliance and not make exceptions.

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

Jack Ladd moved to approve the first of two readings of Ordinance No. 10456; seconded by Scott Dufford.

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

39. 10457 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 23.93-ACRE TRACT OF LAND OUT OF SECTION 27, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A MEDICAL CENTER AND HOSPITAL, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A MEDICAL CENTER AND HOSPITAL (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF KENT STREET AND WEST MICHIGAN 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 3) (DEVELOPMENT SERVICES)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10457.

Mayor Blong reported that during a meeting the CEO of the hospital discussed the

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construction that is going to be taking place for the expansion of the hospital and commended the City staff for proactively working with the hospital.

Mayor Blong opened the public hearing at 11:13 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. 10457; 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

40. 140-2023 – 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: CHARGER 110 MIPA UNIT #H110SX AND CHARGER 120 MIPA UNIT #H120MX; SAID WELLS BEING GENERALLY LOCATED BETWEEN 2,280 FEET AND 2,310 FEET WEST OF RANKIN HIGHWAY AND BETWEEN 483 AND 520 FEET SOUTH OF WEST I-20; PUBLIC HEARING ONLY **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Council Member Poole prepared to abstain from discussion on this item, however there was none.

Mayor Blong opened the public hearing at 11:14 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY – NO ACTION TAKEN.

41. 141-2023 – 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: MUSTANG 120 MIPA UNIT #H120MX; MUSTANG 130 MIPA UNIT #H130SX; AND MUSTANG 140 MIPA UNIT #H140MX; SAID WELLS BEING GENERALLY LOCATED 1,625 FEET EAST OF RANKIN HIGHWAY AND BETWEEN 625 AND 675 FEET SOUTH OF WEST I-20; PUBLIC HEARING ONLY **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Mayor Blong opened the public hearing at 11:15 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY – NO ACTION TAKEN.

42. 142-2023 – 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: MUSTANG 150 MIPA UNIT #H150SX AND MUSTANG 160 MIPA UNIT #H160MX; SAID WELLS BEING GENERALLY LOCATED

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BETWEEN 1,101 FEET AND 1,131 FEET WEST OF RANKIN HIGHWAY AND 560 FEET SOUTH OF WEST I-20; PUBLIC HEARING ONLY **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Mayor Blong opened the public hearing at 11:16 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY – NO ACTION TAKEN.

43. 10458 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 52, BLOCK 31, LONE STAR TRAILS ADDITION, SECTION 5, CORRECTION PLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LONE STAR LANE AND BURNETT LANE), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10458.

Development Services Director Cristina Burns gave a brief overview of the item noting the applicant is requesting a special exception to allow for a reduced rear yard setback for an accessory structure that was built without a permit because the contractor did not pull one. There is no hardship and staff recommends denial.

Mayor Blong opened the public hearing at 11:18 a.m.

Lilly Ochoa, 6800 Lone Star Lane, hired a contractor and didn't find out that a permit was not pulled until she had already paid $30,000.00. The contractor cannot be found.

Ms. Ochoa reported that none of her neighbors had an issue with this and her Home Owners Association approved it.

There being no one else wishing to speak, the public hearing was closed at 11:22 a.m.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10458; 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

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44. 10459 – AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER XI, "AIRPORT HEIGHT HAZARD AND COMPATIBLE LAND USE ZONING," OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REPLACE THE MIDLAND INTERNATIONAL AIRPORT COMPATIBLE LAND USE ZONING MAP DATED JUNE 2014 WITH THE REVISED MIDLAND INTERNATIONAL AIRPORT COMPATIBLE LAND USE ZONING MAP; 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)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10459.

Development Services Director Cristina Burns reported that in 2014 the AOZ4 overlay district was established to protect the runways at Midland International Air and Spaceport. Since then there has been a great deal of growth in the northeast area of the X. This item is to amend the AOZ4 to remove the northeast area from the X to allow for development.

Airports Director Justine Ruff reported that because of the population in the area, the airport would not gain approval to be able to go in that direction.

Council Member Corrales inquired why keep the other arm of the X in which Ms. Ruff reported no one has expressed interest in the other arm of the X due to it being grandfathered in by UTPB.

Mayor Blong opened the public hearing at 11:26 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10459; 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

45. 10460 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.42-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 30, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH MCKENZIE STREET AND WEST FRANCIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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)**

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Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10460.

Mayor Blong opened the public hearing at 11:27 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. 10460; seconded by Jack Ladd.

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

46. 10461 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 14 FEET OF LOT 16, THE ENTIRETY OF LOT 17, AND THE NORTH 10.5 FEET OF LOT 18, BLOCK 2, TEJAS TERRACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH H STREET APPROXIMATELY 150 FEET SOUTH OF STANOLIND AVENUE), BY PERMITTING (1) AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS AND (2) A REDUCED MINIMUM REAR YARD SETBACK; 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 3) (DEVELOPMENT SERVICES)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10461.

Mayor Blong opened the public hearing at 11:28 a.m.

Dustin Van Brunt, 2101 North H. St., spoke on why they are making the request and what they are doing. He has exhausted other options for where to put a covered patio. His house faces the west so there is no shade in the backyard. This will not affect the neighbors.

There being no one else wishing to speak, the public hearing was closed at 11:32 a.m.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10461; seconded by Scott Dufford.

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

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47. 10462 – AN ORDINANCE VACATING AND ABANDONING A 0.159-ACRE PORTION OF ROPE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, ADOBE MEADOWS ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF ROPE STREET, APPROXIMATELY 435 FEET NORTH OF MOCKINGBIRD LANE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $477.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 1) (DEVELOPMENT SERVICES)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10462.

Mayor Blong opened the public hearing at 11:33 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10462; 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

48. 10463 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3A, BLOCK 52, BELMONT ADDITION, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 165 FEET EAST OF BELMONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10463.

Mayor Blong opened the public hearing at 11:34 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. 10463; seconded by John Norman.

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

DRAFT

49. 10464 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 18, BLOCK 1, EDWARDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH DALLAS STREET, APPROXIMATELY 200 FEET NORTH OF MISSISSIPPI 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)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10464.

Mayor Blong opened the public hearing at 11:35 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. 10464; 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

50. 2023-172 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BARBECUE COOK-OFF AND MUSIC FESTIVAL ON LOT 1A, BLOCK 54, LOT 1A, BLOCK 55, A 0.86-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY LOCATED ADJACENT TO BLOCK 55, A 1.26-ACRE PORTION OF WEST TEXAS AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 54 AND 55, AND A 1.26-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 54 AND 55, ALL OUT OF ORIGINAL TOWN ADDITION, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST WALL STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Development Services Director Cristina Burns gave a brief overview of the item noting the applicant is requesting a permit to hold a music festival at Centennial park. They would like to amend the closing hours on a couple of the days to 11:00 p.m. instead of 10:00 p.m.

Mayor Blong opened the public hearing at 11:37 a.m.

Russell Johnson, 2807 W. Dengar, was asked by Council Member Norman if he could be a judge. Mr. Johnson said yes.

There being no one else wishing to speak, the public hearing was closed at 11:38 a.m.

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Scott Dufford moved to amend the hours of operation to end at 11:00 p.m. on April 5, 2024 and April 6, 2024 for Resolution No. 2023-172; 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

MISCELLANEOUS

51. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT:NONE) (CITY SECRETARY'S OFFICE)**

Dan Corrales moved to appoint Dianne Anderson to the Animal Control Advisory Commission, replacing Judge Terry Johnson; seconded by Amy Stretcher Burkes.

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

John Norman moved to appoint John Trischitti III to the Midland Spaceport Development Corporation, replacing Mayor Lori Blong; 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

Dan Corrales moved to appoint Claudius Sanchez Czyzewska to the Midland Spaceport Development Corporation, replacing Council Member Poole; 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

Amy Stretcher Burkes moved to appoint David Tryson to the Midland Spaceport Development Corporation, replacing Council Member Stretcher Burkes; 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

DRAFT

PUBLIC COMMENT

52. 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.)

Pat De La Garza, 1104 Connell St., reported that Midland has an animal crisis and is chasing the problem instead of getting ahead of it. Ms. De La Garza reported owners are not chipping their pets and that the City should think about mandating chips in pets like the City of Houston does.

Council Member Corrales provided the date of the next animal services meeting.

EXECUTIVE SESSION

53. 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 Council Meeting to Executive Session at 11:48 a.m.

a. Section 551.071, Consultation with Attorney
a.1. Discuss pending or contemplated litigation.

b. Section 551.074, Personnel Matters
b.1. Deliberate the employment, evaluation, or duties of the City Attorney.

c. Section 551.072, Deliberation Regarding Real Property
c.1. Discuss the purchase, exchange, lease or value of real property.

All the business at hand having been completed, the meeting adjourned at 1:04 p.m.

PASSED AND APPROVED December 12, 2023.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH FLOCK GROUP INC D/B/A FLOCK SAFETY FOR THE PURCHASE AND INSTALLATION OF THIRTY-THREE (33) FLOCK LICENSE PLATE CAMERAS FOR A TOTAL COST OF $103,950.00 (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution authorizing the sole source purchase of FLOCK license plate cameras from Flock Group Inc dba Flock Safety for a total of $103,950.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of $68,458.00 is available in the JAG grant project fund, and $35,492.00 is available in the Federal Seizure Fund and will be appropriated for this purpose.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

Staff recommends awarding the sole source purchase of FLOCK license plate cameras for the Information Technology Services Department. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for additional

information.

Therefore, please consider a resolution awarding a sole source purchase of FLOCK license plate cameras from Flock Group Inc dba Flock Safety of Dallas, Texas for a total of $103,950.00.

Morris Williams Jr.

City Manager's Office

City Council Agenda Item

MEETING DATE: **November 28, 2023**

TO: Erika Martinez, Purchasing Manager

FROM: Jenifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution authorizing the sole source purchase of FLOCK license plate cameras from Flock Safety for a total of $103,950.00.

Purpose:

Consider a resolution authorizing the sole source purchase of 33 FLOCK license plate cameras from Flock Safety for a total of $103,950.00.

Discussion:
The Police Department currently has 20 FLOCK cameras installed throughout the city. These cameras have proven their value and assisted the PD with solving crimes and recovering stolen vehicles. These cameras can analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make, and capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate.

The total cost of the purchase is $103,950.00, of which $51,264 is budgeted in the ITSD Technology Fund, and $52,686.00 is budgeted in the JAG project fund 4074110-47005.

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Privacy controls to enable certain vehicles to “opt-out” of being captured on film
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution

Thank you,

Garrett Langley
CEO, Flock Safety

1170 Howell Mill Rd. NW · Suite 210, Atlanta, GA 30318

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH FLOCK GROUP INC D/B/A FLOCK SAFETY FOR THE PURCHASE AND INSTALLATION OF THIRTY-THREE (33) FLOCK LICENSE PLATE CAMERAS FOR A TOTAL COST OF $103,950.00 AND APPROPRIATING FUNDS

WHEREAS, the Police Department utilizes FLOCK license plate cameras for law enforcement purposes; and

WHEREAS, Flock Group Inc d/b/a Flock Safety is the sole source vendor for the purchase and installation of FLOCK license plate cameras; and

WHEREAS, Flock Group Inc d/b/a Flock Safety has agreed to provide the City of Midland with the purchase and installation of thirty-three (33) FLOCK license plate cameras for a total cost of $103,950.00; and

WHEREAS, the City Council finds the price proposed for the purchase and installation of said FLOCK license plate cameras to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a sole-source contract for the purchase and installation of said FLOCK license plate cameras;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source contract with Flock Group Inc d/b/a Flock Safety for the purchase and installation of thirty-three (33) FLOCK license plate cameras for a total cost of $103,950.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That funding of $68,458.00 shall be available in the JAG grant project fund and $35,492.00 shall be available in the Federal Seizure Fund and shall be appropriated for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Flock Group Inc d/b/a Flock Safety in accordance with the terms of the above-referenced contract, from funding available funds upon receipt of proper invoices or statements approved by the City Manager's Office.

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

THE CITY OF MIDLAND

CONTRACT

Contract No. 24001796

THIS CONTRACT, effective the 13th day of December, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Flock Group, Inc. dba Flock Safety hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 103,950.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for labor, material, equipment and supervision necessary for the purchase and installation of thirty-three (33) Flock cameras at various intersections within the City. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Intentionally Omitted
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Jennifer Frescaz or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

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

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND**

INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 30 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

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

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

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Flock Group, Inc. dba Flock Safety, 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 _____, 2023.

_____

Notary Public, State of _____

flock safety

EXHIBIT "A"

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-24634
Invoice Date:	10/31/2023
Due Date:	11/30/2023
Payment Terms:	Net 30
PO#:	

Bill To: TX - Midland PD
601 North Loraine Street
Midland, Texas, 79701

Ship To: TX - Midland PD
601 North Loraine Street
Midland, Texas 79701

Billing Company Name: TX - Midland PD
Billing Contact Name: Shannon Rust
Billing Email Address:
Billing Phone:

Payment Terms: Net 30
Contracted Billing Structure: Annual (100% Upfront)

Notes:

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	33	99,000.00	$0.00	$99,000.00
Professional Services - Existing Infrastructure Implementation Fee	33	4,950.00	$0.00	$4,950.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: https://planner.flocksafety.com/public/032b7388-7f0e-4548-949f-336faa831074

Subtotal:	**$103,950.00**
Credit:	**$0.00**
Sales Tax:	**$0.00**
Total:	**$103,950.00**

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
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Invoice Number	INV-24634
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Payable to: Flock Group Inc Memo: INV-24634 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	TX - Midland PD
Or		Invoice #	INV-24634
If sending via UPS, FedEx, or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$103,950.00**
		Amount Enclosed:	$_____

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Privacy controls to enable certain vehicles to “opt-out” of being captured on film
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution

Thank you,

Garrett Langley
CEO, Flock Safety

1170 Howell Mill Rd. NW · Suite 210, Atlanta, GA 30318

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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Modification Number	Publication Date
0	01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

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

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
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Washington, DC 20210

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

THE CITY OF MIDLAND

CONTRACT

Contract No. 24001796

THIS CONTRACT, effective the 13th day of December, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Flock Group, Inc. dba Flock Safety hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 103,950.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for labor, material, equipment and supervision necessary for the purchase and installation of thirty-three (33) Flock cameras at various intersections within the City. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Intentionally Omitted
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Jennifer Frescaz or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

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

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND**

INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 30 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

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

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

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Flock Group, Inc. dba Flock Safety, 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 _____, 2023.

_____

Notary Public, State of _____

flock safety

EXHIBIT "A"

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-24634
Invoice Date:	10/31/2023
Due Date:	11/30/2023
Payment Terms:	Net 30
PO#:	

Bill To: TX - Midland PD
601 North Loraine Street
Midland, Texas, 79701

Ship To: TX - Midland PD
601 North Loraine Street
Midland, Texas 79701

Billing Company Name: TX - Midland PD
Billing Contact Name: Shannon Rust
Billing Email Address:
Billing Phone:

Payment Terms: Net 30
Contracted Billing Structure: Annual (100% Upfront)

Notes:

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	33	99,000.00	$0.00	$99,000.00
Professional Services - Existing Infrastructure Implementation Fee	33	4,950.00	$0.00	$4,950.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: https://planner.flocksafety.com/public/032b7388-7f0e-4548-949f-336faa831074

Subtotal:	**$103,950.00**
Credit:	**$0.00**
Sales Tax:	**$0.00**
Total:	**$103,950.00**

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-24634
Invoice Date:	10/31/2023
Due Date:	11/30/2023
Payment Terms:	Net 30
PO#:	

Payable to: Flock Group Inc Memo: INV-24634 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	TX - Midland PD
Or		Invoice #	INV-24634
If sending via UPS, FedEx, or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$103,950.00**
		Amount Enclosed:	$_____

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Privacy controls to enable certain vehicles to “opt-out” of being captured on film
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution

Thank you,

Garrett Langley
CEO, Flock Safety

1170 Howell Mill Rd. NW · Suite 210, Atlanta, GA 30318

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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END OF GENERAL DECISIO"

City Council Meeting

Item Number: **6**

Meeting Date: **December 12, 2023**

To: **City Council / City Manager**

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

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTINGENT FEE CONTRACT WITH MCCREARY VESELKA BRAGG & ALLEN P.C. (THE "FIRM") OF ROUND ROCK, TEXAS, FOR LEGAL SERVICES REGARDING THE COLLECTION OF VARIOUS DELINQUENT ACCOUNTS RECEIVABLE; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution awarding the professional services agreement with McCreary, Veselka, Bragg & Allen P.C. for various accounts receivable collections.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water and Sewer Fund operating budget and funding is available in the General Fund operating budget.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

The City has accounts receivable in various departments that are uncollectible after applying regular procedures. These receivables exist for EMS, Water, Sewer & Garbage, Drainage and Landfill. Tracking down the owners of these accounts is tedious, time consuming and costly.

This firm will assist the City in tracking down and collecting older receivables, improving revenue.

The fee for all delinquent accounts receivable collections will be 20% of the amount collected.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTINGENT FEE CONTRACT WITH MCCREARY VESELKA BRAGG & ALLEN P.C. (THE "FIRM") OF ROUND ROCK, TEXAS, FOR LEGAL SERVICES REGARDING THE COLLECTION OF VARIOUS DELINQUENT ACCOUNTS RECEIVABLE; AND AUTHORIZING PAYMENT

WHEREAS, McCreary Veselka Bragg & Allen P.C. (the "Firm"), of Round Rock, Texas, has agreed to perform legal services regarding the collection of various delinquent accounts receivable (the "Services") on a contingent fee basis; and

WHEREAS, the City Council finds that the Firm is well-qualified on the basis of demonstrated competence, qualifications, and experience in the requested Services; and

WHEREAS, the City Council finds that there is a substantial need for the Services, that the Services cannot be adequately performed by the attorneys and supporting personnel of the City, and that the Services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the Services will be obtained or because the City does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and

WHEREAS, the City Council finds that all conditions precedent to the execution of a contingent fee contract for the Services, including notice conditions, have been satisfied; and

WHEREAS, the City Council finds it to be in the public interest to execute a contingent fee contract for the Services;

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

SECTION ONE. That the recitals above are hereby adopted, approved and incorporated herein incorporated herein by reference as if set forth in full in this Section.

SECTION TWO. That the City Manager and City Secretary are hereby authorized

and directed to execute and attest, respectively, on behalf of the City of Midland, a contingent fee contract with the Firm for the Services, said contract to be in a form substantially similar to that attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay the Firm pursuant to the terms of said contract from funds available in the Water and Sewer Fund operating budget and the General Fund operating budget, as appropriate, 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

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

COLLECTION SERVICES AGREEMENT
24001753

THIS AGREEMENT is made and effective the 13th day of December 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law dba MVBA and MVBA, LLC dba Accounts Receivable Collections Group hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

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

ARTICLE II. SERVICES TO BE PERFORMED

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

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

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

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

ARTICLE III. FINANCIAL CONSIDERATIONS

The compensation is based on a revenue sharing model. CITY agrees to pay COMPANY in accordance with the revenue share split percentages as disclosed in Exhibit "B" for the professional services described in Exhibit "A," which both Exhibits are attached hereto and incorporated herein for all purposes, upon presentation of a monthly statement. The monthly statement shall set forth all invoices generated, collections received, adjustments made, and those expenses described in Exhibit "B" incurred during the month's current billing cycle which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance.

ARTICLE IV. TERM

The term of this Agreement shall be from December 13, 2023 until December 12, 2026, unless the project is completed sooner or the Agreement is terminated as provided below.

CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met

and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law dba MVBA and MVBA, LLC dba Accounts Receivable Collections Group
700 Jeffrey Way, Ste. 100
Round Rock, TX 78665

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

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

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

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

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

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

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

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

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

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

L. 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

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

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law dba MVBA and MVBA, LLC dba Accounts Receivable Collections Group, 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

PAYMENT SCHEDULE

MISCELLANEOUS ACCOUNTS RECEIVABLE

MVBA compensation for providing professional services for representation in the collection of Delinquent Emergency Medical Services, Delinquent Utility Bills and Delinquent Miscellaneous Accounts Receivable, Delinquent Hotel/Motel Taxes, and any other Miscellaneous Accounts Receivable is twenty percent (20%) of the amount collected by the City on those accounts in which the data files are transmitted to MVBA by electronic media.

PAYMENT OF FEES/INVOICING

MVBA submits Monthly Statements to the City listing the Invoices and the fee amount due. The fees are to be paid to the Firm every month, directly related to the performance quality.

The Firm will pay all costs incurred for data processing activities, defendant/debtor notification, address research, telephone calls, and credit card services. Once an account is referred to MVBA for collection, MVBA shall receive the contractual collection fee if payment is received on the case. The MVBA fee is paid only if the client receives payment.

Scope of Services

COLLECTION PROGRAM HIGHLIGHTS

- **COMPREHENSIVE ACCOUNT ANALYSIS**

Once accounts are uploaded into the MVBA computer system, our staff reviews them critically. We identify individuals requiring immediate attention and devise strategies for appropriate collection procedures. We determine the distribution of dollars by year and the status of each account. In turn, you receive an inventory report ensuring the information accuracy in our system.

- **ELECTRONIC ADDRESS/PHONE NUMBER UPDATING**

To ensure that MVBA has the latest address and phone number information for the City of Midland individuals, we process your names, addresses, and phone numbers through various electronic research programs. The electronic data research programs used include TransUnion TLOxp, Experian, Insight Collect, LexisNexis (Accurint), Choice Point, NCOA, Accumail, and Acollaid. All new information is electronically updated to our computer system and made ready for the collection process.

- **SCHEDULED WRITTEN NOTIFICATION**

MVBA mails notices within 24 hours of receiving your delinquent account information. Subsequent mailings follow a work calendar that we develop with you, but at the minimum as those required and outlined in the City RFP. Our notices have been proven to increase the number of accounts you resolve and your revenues. MVBA letters are in English and Spanish and comply with federal and state collection laws.

Letters are tailored to the account status of each individual. They state the event's description, location, date, amount due, telephone contact number, and online payment information. A tear-off portion and envelope for return payment are also included. All letters are subject to the approval of the City, and MVBA can customize letters as well.

- **AUTOMATED TELEPHONE NOTIFICATION**

Beyond letters, MVBA uses an automated call system to maximize individual contact rates and increase your revenues. Individuals are given a toll-free telephone number, connecting them with trained collection specialists. Collection specialists, 90% bi-lingual, also initiate telephone contact with individuals (only between 8 am and 7 pm, Monday through Friday). Whether answering or initiating calls, MVBA specialists provide the personal contact needed to reinforce the importance of satisfying their commitment to the City. If telephone numbers are missing or found to be incorrect, they are flagged and transferred to our skip-tracing department.

- **EXPERT, PRODUCTIVE STAFF**

When your individuals contact MVBA by telephone or written correspondence, they are answered by our qualified bilingual staff. If a question is beyond the level of our regular staff, attorneys are available to speak with individuals. Internal review and productivity goals are part of our ongoing expectations for staff. The MVBA floor supervisor routinely audits all collection specialists to ensure compliance with the MVBA collection approach. Coaching or retraining may be undertaken when necessary. In addition, specialists have collection goals. This allows MVBA to evaluate each specialist collection results and effectiveness.

- **ADDRESS CORRECTION FOR RETURNED MAIL**

If mail is undeliverable or returned because an individual has moved, the United States Postal Service electronically transfers information about these events into the MVBA computer system. If the post office provides a new forwarding address, the account is automatically updated and flagged for re-mailing. If not, the account is flagged as receiving returned mail and forwarded to our skip-tracing department for more research.

- **INTERACTIVE SKIP TRACING**

Once electronic solutions fail, the city accounts move to the MVBA Skip Tracing Department. Personal intervention is sometimes vital to locating and resolving Accounts with bad addresses or unavailable phone numbers. Our staff uses several licensed regional and national databases to skip trace your Accounts manually.

- **INDIVIDUAL PAYMENT OPTIONS**

Experience shows that offering individuals various payment options increases your chances of collecting. MVBA notifies individuals by letter and phone call to pay the amount due directly to the city by cashier check, money order, and credit card or electronic check if the city can accept that payment method. MVBA directs individuals to the payment website and can process the payment on the payment website while the individual is on the phone. MVBA forwards all checks made payable to the City and MVBA the next business day but mailed to our office.

- **ACCOUNT RECALLING ON DEMAND**

The City of Midland may recall Accounts for any reason. When Accounts are recalled or canceled, MVBA can produce an electronic notification in report format to the City to confirm the cancellation of accounts.

- **INDIVIDUAL ONLINE INQUIRY**

Your individuals need to be able to review their Account information and payment history. Empowering them with information and convenient payment options are proven ways to collect successfully. In the initial letter received, individuals receive a unique reference number for their Account and will be directed to the website when inquiring about their Account online.

- **CLIENT WEB ACCESS**

With MVBA ***Client Web Access***, you can see exactly what has been accomplished on the City of Midland Account at your convenience. Security is guaranteed with your secure login. You can review collection activity reports online, view contact center activity, access individual information, send and track messages, and much more. The City may have an unlimited number of secure user logins.

- **COMPLAINT/DISPUTE RESOLUTION**

Your individuals receive the same exceptional service, professionalism, and ethical treatment that you do. Our goal is to have no complaints/disputes about our collection activity. But when complaints arise, MVBA strives to resolve them promptly, to the satisfaction of all parties.

Upon oral or written notification of a complaint/dispute, we immediately suspend all collection activity pending Account review. We enter the information into our Professional Practice Management Tracking System, automatically emailing our management team for prompt review. All notes and collection phone calls are reviewed to determine the validity of the complaint/dispute.

All phone calls to the MVBA call center are recorded. MVBA has the ability to email the City a call recording in a .wav file or other format upon request.

The tracking system monitors and sends automatic reminders to resolve the matter within a prescribed timeframe. If it is not resolved within that time, the system automatically escalates the matter to executive management. This means the City of Midland can be confident that matters are resolved timely.

COLLECTION METHODOLOGY

PROJECT MANAGEMENT PLAN

The MVBA team has gained wisdom from implementing solutions for hundreds of Texas clients like Midland. The City is assigned a qualified and effective Project Management Team. MVBA implements our program within thirty days upon contract receipt, provided the city is ready to begin implementation. MVBA receives files electronically and processes these account files within 24 hours of receipt.

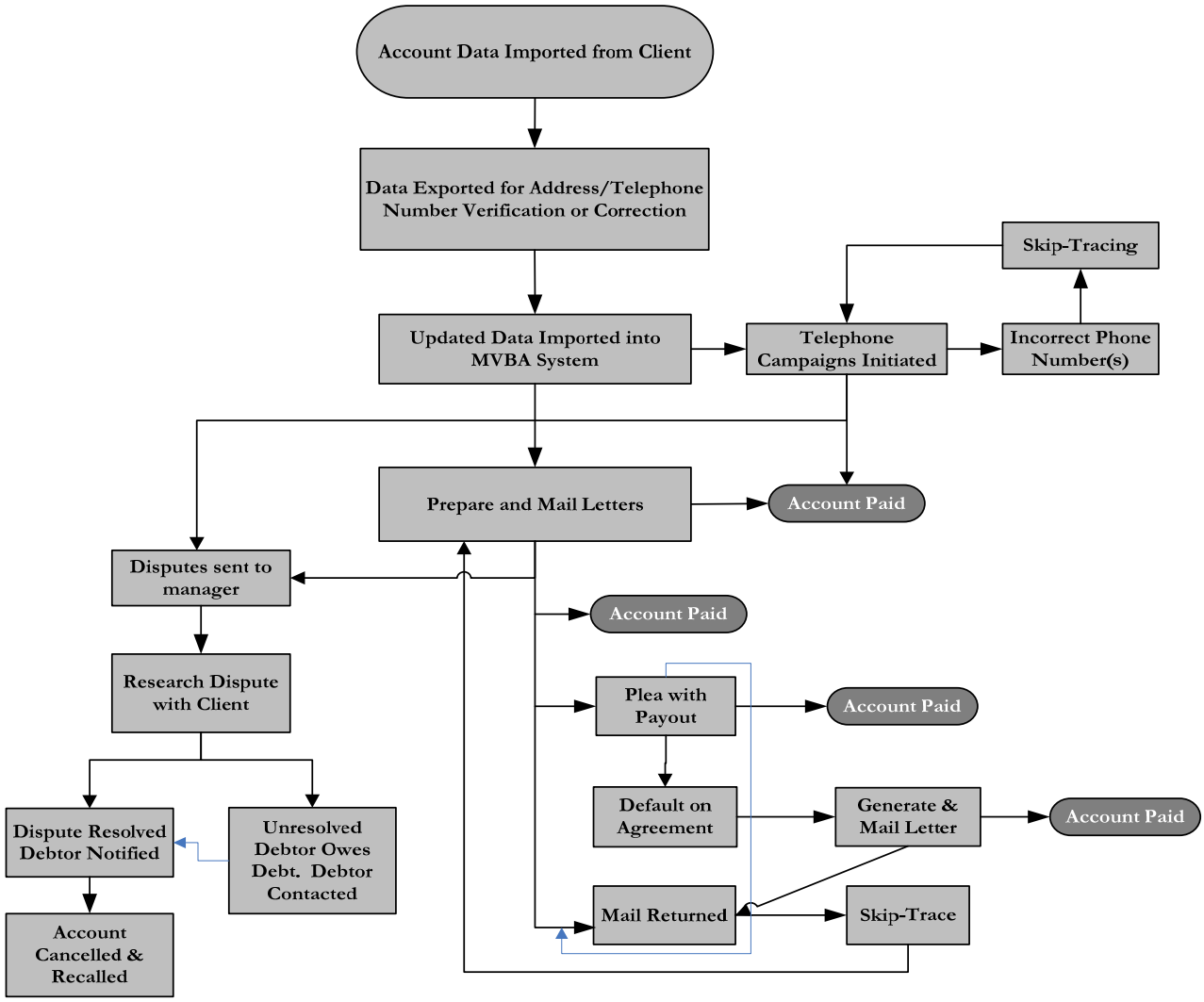
Goals and timelines are established after a thorough pre-implementation meeting with MVBA staff and City staff. Your MVBA Project Manager organizes internal processes within MVBA to accommodate the city timelines, guidelines, and processes. Your MVBA Project Manager ensures your needs are considered every step of the way, from project implementation to the execution of the contract.

These steps include:

- Project planning and implementation meeting
- MVBA facilitation; internal set-up of the client, secure FTP set-up
- Review of the work plan with MVBA staff
- Collaboration with City software vendor, testing
- Electronic File Transfer
- End-user training and tips on how to manage and transfer files.
- Providing and reviewing with you a comprehensive procedures manual
- Ensuring your staff is comfortable and ready to begin the program.
- Ongoing on-site consultation and reporting (monthly, quarterly, or as frequently as needed).

COLLECTION PROGRAM FLOWCHART

The following flow chart illustrates MVBA collection methodology in resolving outstanding Accounts.



DETAILED COLLECTION PROCEDURES

1. MVBA accepts account data in any format. We have specially designed programs that provide the efficient import of data electronically. MVBA loads the data the day it is received. We verify the data received with the data loaded into our system. This comparison reduces the opportunity for error at the beginning of the process. A full inventory of accounts received is then returned to the client for approval. After the client approves the "Inventory Report," letters are generated and mailed within 24 hours of approval.

2. Once the delinquent accounts are received, and the inventory is approved, letter processes begin. MVBA will electronically export the data to our letter vendor, who then processes it through the NCOA and skip-tracing partners. This data is examined for new or more deliverable addresses; this process may provide vital information such as phone numbers, dates of birth, and much more, which will further facilitate the collection process. Our database is then updated electronically with any new changes made by our skip-trace partners.

3. We understand that each client may have special circumstances or conditions that require special handling of accounts by our Contact Center Specialist. Therefore, each client is reviewed with the Specialists before receiving or initiating phone calls. Once this is completed, the accounts are placed in the queue and activated to begin making phone calls to these individuals. Phone contact takes place within 48 hours after the letters are mailed. Specialists also answer inquiry calls and process payments.

4. Outbound telephone call campaigns using our advanced dialing technology are initiated to provide a positive incentive to the individual that payment must be made on the delinquent account. Some of the features of our predictive dialer include:

    - **Seamless Predictive Dialing** increases Specialists' productivity by up to 400% over manual dialing by allowing Specialists to speak with live contacts virtually continuously. This technology means that the Collection Specialists will only be connected to live persons, bypassing bad numbers, fax numbers, operator intercepts, and busy signals.
    - **Call Recording, Monitoring, Coaching and Conferencing lets** our Specialists and management team know what is happening in real-time and records and archives efficiently for future use, training, and review. All calls are recorded, allowing MVBA management to review calls instantaneously.
    - **PC-based telephony** puts our phone functions right on the computer screen allowing for greatest flexibility.
    - **Call Transfer** allows our Specialists to transfer calls and the screen easily pops to any other Specialists logged onto the system to any IVR script or campaign.
    - **Call and Agent Reporting** provides real-time reports by Specialists and campaigns using industry standard Crystal Reports so adjustments and enhancements can be made.

5. Our collection software provides our Specialists all the pertinent data on one screen for efficient reference.

- **Multiple Simultaneous Campaigns** mean we can run several outbound and inbound campaigns together to maximize the Specialists' strengths and optimize the line usage.
- **Administrator Features** provide the ability to set up collector logins and security rights, campaign management, change line allocation to maximize line usage, off-line reporting, and more.
- **Real-Time Collection Software Updates** allow for immediate cancellation of paid or recalled Accounts out of the dialer and prevent any unwarranted phone calls to an individual who has paid the account.
- **Immediate Screen Pop** provides individual name, address, phone number, and collection account information when contact is made. In addition, the customized work plan for each City also pops up on any given individual Account. This allows the Specialists to begin the collection process promptly.

6. Once contact has been made with an individual, our Specialists verify the name, address, telephone number, and relevant information regarding the account. Any changes that need to be made are done at this time. The Specialists then follow a talk-off, which asks the individual to pay in full immediately. The Specialist is trained to listen, be persuasive, courteous, and be empathetic for the individual. Specialists are trained to assist individuals in seeking sources for payment. If the individual claims they do not have the means to pay or claim to be indigent, they are referred back to the City for other options to help dispose of their Account. We have found this approach to be very effective in collecting delinquent Accounts.

7. Our Specialists understand payment agreements and promise to pay on an account. The collection software used by MVBA has the ability to input and track postdated payments payment agreements and promises to pay on a given date for individuals who cannot pay on the initial phone call. As the promised payment date approaches, our collection software monitors the event and prompts the collector to follow up on the account to confirm that a payment will be made.

8. Accounts are placed in various sections for quick retrieval and follow-up by the Specialist. For example, An individual who states that a money order or cashier check is being mailed is placed into a “Hot” section for quick follow-up, whereas the “Night Call” section tracks individuals who are deemed to be more reachable in the evening hours (in accordance with all Federal and State laws).

9. MVBA accounting department posts and accounts for all monies received by our office and produces reports twice daily, which are delivered by fax or e-mail to the appropriate client. This department also produces checks payable to the client weekly with a report which details the individual name, account number, date of payment, the amount paid, and an invoice for the MVBA fee. Should MVBA receive a payment for a pay-to-city-only client, we forward the negotiable instrument to the client immediately, or if the City prefers, we can ACH funds from our Iolta account directly to the City allocated depository the same day.

10. In the event a contact is <u>not</u> made, one of the following will occur depending on circumstances:
    - Answering machine: The Specialist will leave a message requesting a return phone call. The account is coded as leaving a message, and a dated callback reminder is entered into the system.
    - No answer: The Specialists will code the account as no answer, and a dated call back reminder is entered into the system.
    - Busy: The Contact Center System will automatically call this number back within set intervals designed by our firm. The account is coded as being busy.
    - Disconnected Number: The phone number is coded as disconnected. If another number is available, the next number will be called. If no number exists, the account will be forwarded to our skip-tracing department for further research.
    - Wrong Number: The phone number is coded as wrong, and the next number is tried. If no number is available, the account is sent to our skip-tracing department for further research.

11. Return mail is processed electronically, and the account is updated. These accounts are coded as undeliverable in the system and then forwarded to our skip-tracing department for further research.

12. Skip-tracing is an integral part of our collection process. We take the unreachable account, begin batch processing, and manually research the individual in question. Once the individual is found, the new data is automatically documented in the system. A new address will trigger the account to get a new letter, and a new phone number will trigger the account to be placed back into the dialer campaign.

13. Training of personnel is a key component of our collection program. Our Collection Specialists must maintain a working knowledge of the Fair Debt Collections Practice Act (FDCPA), State law compliance, effective telephone techniques, and client account management. Our management team facilitates this training to provide our clients with the highest level of competency and consistency. All MVBA Collection Specialists and administrative staff must maintain certification through American Collectors Association International as a Certified Collection Specialist.

14. Internal review and productivity goals are another facet of our program. The MVBA floor supervisor routinely audits Specialist accounts and recorded calls to ensure proper procedures are followed and that the individual is treated fairly. If the Specialist is not following MVBA collection methodology, the Specialist is immediately re-trained and coached on becoming compliant with our collection approach. We also set collection goals for each Specialist. This allows the management team to evaluate each Specialist's collection results and effectiveness. MVBA provides an incentive program directly related to Specialists' collection performance.

ADDRESS RESEARCH AND SKIP-TRACING

Address Research

- Accounts may be delinquent because the individual's address is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent Accounts are collected when proper attention is given to finding the correct address of an individual. Upon receipt of delinquent Account files, MVBA links any other outstanding Accounts within our database.

- Upon receipt of a file of delinquent Accounts, MVBA processes the names of individuals through various electronic data research programs to obtain the latest address information.

- Accounts with an incorrect address are identified on our computer record so that it will receive special attention.

- Through these sources of information, MVBA is very successful in locating the correct addresses of individuals and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to obtain Social Security Numbers, Driver License Numbers, phone numbers, and other pertinent information to locate individuals.

Skip-tracing

Skip tracing is one of the most important tools to ensure successful recoveries. Accounts are worked through an automated skip trace “waterfall” process. In the waterfall process, Accounts flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the individual. In addition, MVBA has a staff of five Information Specialists dedicated solely to locating individuals where electronic tools have failed to yield a good address. All new information is immediately "attached" to the account via a "back screen." Our collectors have a "hot key" so that all skip trace updates are a keystroke away. Information updates include: The actual address and owner for each phone number supplied to us by the city, telephone numbers and owners associated with each

address, names, addresses, and phone numbers for nearbys; and names, addresses, and phone numbers for "surname" matches by region.

MVBA uses numerous licensed information sources. Those used include TransUnion TLOxp, Lexis Nexis, IDI Core, Accumail, Choice Point, National Change of Address database, and Credit Bureau headers.

INDIVIDUAL NOTIFICATION

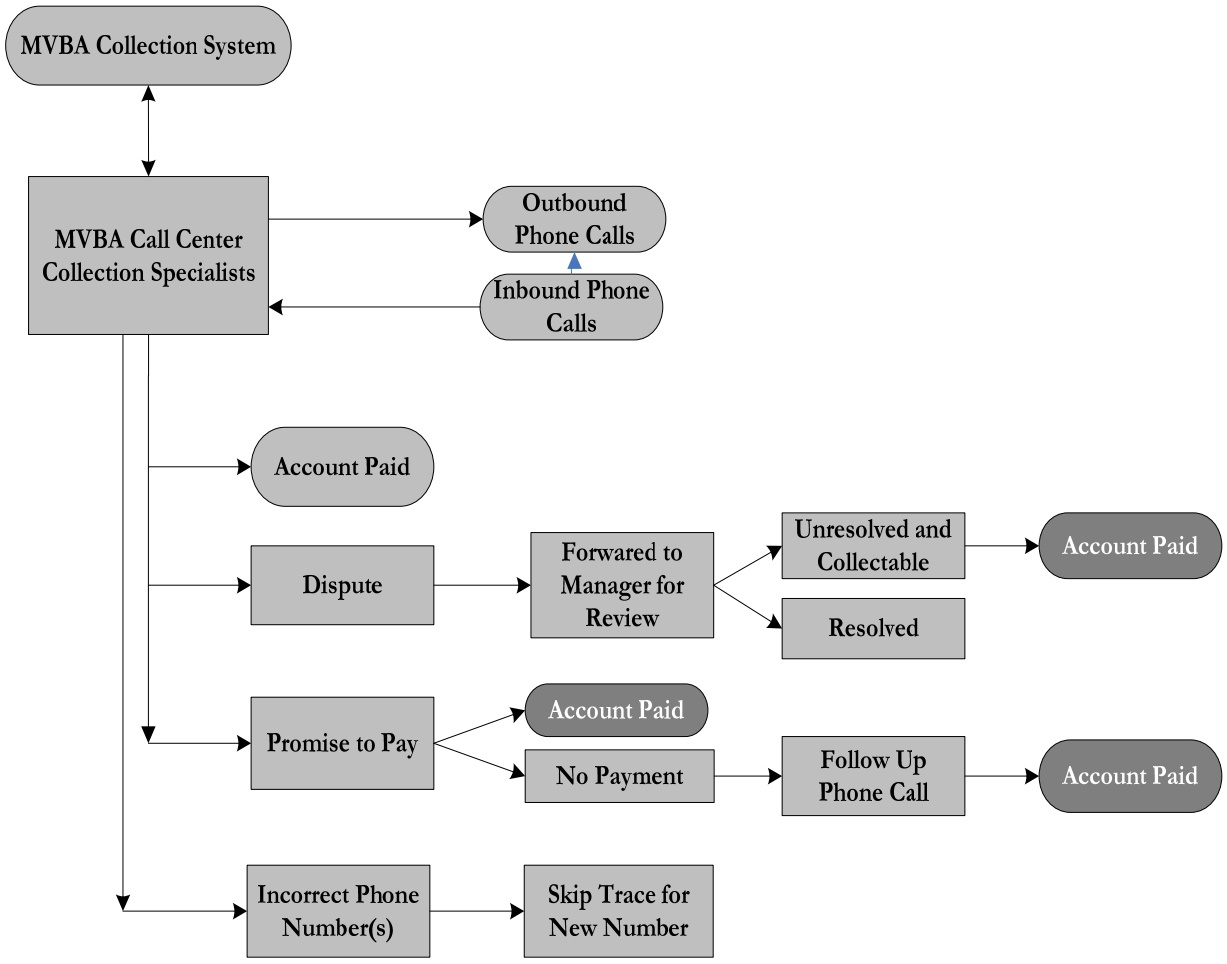
Written Notification

- Written notices are mailed to individuals informing them that MVBA, LLC dba Accounts Receivable Collections Group, has been retained to collect the debts listed, apprise the individual of their obligation, and provide information for making payment.
- Written notices contain a unique reference number, and individuals can go to the MVBA 24/7 website to make inquiries, where they are directed to the website for payment options.
- MVBA monitors delinquent notices to ensure deliverability by the Post Office. Additional research is conducted on returned mail, and new notices are promptly sent when new addresses are located.

Telephone Notification

- MVBA computerized Contact Center enables our trained professional staff to contact individuals using our predictive dialer. Utilizing this technology, our collection specialists can increase actual contacts by up to 400%, thereby increasing Account resolution and revenue for our clients.
- MVBA provides a toll-free phone number to individuals seeking additional information or information on how to make payments.
- The contact center operates from 8 am to 7 pm Monday through Friday.
- When a new telephone number is identified, it is immediately placed back into the dialer queue and added to the dialer campaign schedule.
- MVBA provides bilingual collection specialists.
- MVBA Latitude software automatically monitors all accounts for current activity, maintains appropriate collection activity files, and systematically follows up on unpaid accounts.

CONTACT CENTER FLOWCHART



RESPONDING TO INDIVIDUAL INQUIRIES

Letters always result in numerous phone calls from individuals. MVBA provides a toll-free number for individual use. MVBA staff members will answer individual telephone calls and respond to the most common questions and concerns. Attorneys are available to speak with any individual who has a question beyond our professional staff's experience or knowledge level.

Individual disputes shall abide by your policy. MVBA provides individuals with the Firm address and toll-free phone number, enabling them to contact us to discuss the notice. Everyone is treated with respect and courtesy. The individual is asked to provide proof when they state that they have paid or made restitution for an offense. Files with a "dispute status" are noted, and the individual can provide the information. Written correspondence relating to a dispute is forwarded to the city for their records. In some Accounts additional information may be asked for to provide the individual.
Should the City remove the balance due from the Account, the information is posted to the computer file, and the Account is closed in our system. There are no fees due MVBA on Accounts where money has not been collected. Persons who indicate indigent are referred to the City for community service and other city-ordered means for clearance.

While administering an effective, aggressive collection program, the Firm philosophy is predicated on ensuring everyone is treated with ease and respect. Every call and letter will be answered. All help and assistance, **short of legal advice**, will be provided to the individual. Collections are the major goal of our efforts. Still, good relations with the individuals are essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the individual and the city.

COMPLAINT RESOLUTION

MVBA understands that exceptional service applies to the individual as much as to the city. In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the account to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the city complaint file. Senior Management is responsible for any complaint received, whether such complaint is valid or not, and will follow through with the city to ensure that the matter is resolved to the city and the individual satisfaction, using both written and verbal communications.

Each and every phone call into or outbound at the MVBA Contact Center is recorded. This is part of our ongoing commitment to transparency. Should the City request a recording of a call, we can provide you a copy of the recording almost instantaneously in a .wav file or other standard file format.

NON ENGLISH SPEAKING INDIVIDUALS

Individuals who do not speak or understand the English language will be assisted by a staff member who is fluent in the Spanish language. MVBA contact center is ninety percent (90%) bi-lingual. Our Contact Center Supervisor, Cathleen Smith, is multi-lingual, speaking five languages, including Spanish. In addition, MVBA employs bi-lingual (Spanish) attorneys, client service coordinators, and administrative staff. This ensures there are no language barriers when communicating with MVBA.

MVBA staff in Round Rock has sixteen who are fluent in English and Spanish:

CORRESPONDENCE

Letters are mailed on MVBA (ARCG) letterhead and are designed to grab attention immediately. Letters are subject to the approval of the City. MVBA can customize letters to meet each client's specific needs.

Delinquent notices:

- List all outstanding Accounts, the nature of delinquency, the date of delinquency,
- and the total amount due.
- Provide information on how to contact the firm with questions via our toll-free number or website.
- Provide information on how to make payment and.
- Provide MVBA hours of operation.

TELEPHONY TECHNOLOGY

ADVANCE TELEPHONY AND INTERACTIVE VOICE RESPONSE (IVR)

Through our LiveVox software and our advanced dialing technology, our collection specialists can successfully complete up to 250 calls per shift. In addition, the software can complete up to 12,000 calls per day, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each account in MVBA Collection Software. Our system screens out busy signals, no answers, operator responses, and updates the Accounts for callbacks at another time. It anticipates how long a collection specialist will be on each call and has the next caller on the line when the call is completed. Unlike telemarketing firms, algorithms are utilized to automatically adjust the outbound dialing speed to ensure there are no "dead zones" when the called party answers, thereby eliminating hang-ups and increasing productive contacts.

One of the most productive aspects of our dialing technology architecture is that the system is co-resident with our Latitude Software. Every collector is connected to the dialing software through our collection system, which eliminates any restrictions on the number of collection specialists allowed on a call campaign at one time.

All phone numbers provided by the client are scrubbed to determine whether they are a landline or cell phone. All phone numbers discovered while skip tracing are verified as landline or cell phones. We use state-of-the-art dialing technology for all the landlines. Cell phones are placed in this technology once consent is received from the individual. There are no "Robo Calls". A professional collection specialist attends all calls. Once a number is answered, either live or voicemail, the specialist takes the call over to talk with the individual or to leave a message. There is no wait time between when the call is answered and when the specialist takes over the call.

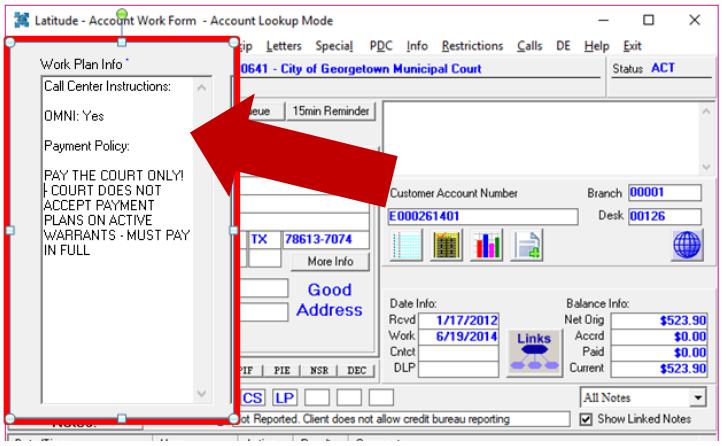
The collection specialist manually dials cell phones with no consent during designated daily campaigns. All calls comply with the Fair Debt Collection Practices Act (FDCPA) and Telephone Consumer Protection Act (TCPA), the Texas Debt Collection Act, and other state laws. Professional Collection Specialists receive regular refreshers on all applicable laws, changes, and professional techniques.

PHONE SCRIPTS

While phone scripts are useful in standardizing the approach of verifying information and following regulatory guidelines, our philosophy is predicated on coaching the individual in finding the means to resolve their outstanding Account with the City. Our Collection Specialists receive extensive training to help individuals resolve their pending Accounts. All offices have different policies and procedures, and MVBA has quality control checks that ensure we are acting as an arm of the City and communicating specific instructions.

Upon implementing our services, your MVBA Project Manager consults with City staff and creates a customized work plan based on the policies and preferences. This information is carefully documented and reviewed with our Collection Specialists ***before*** initiating phone calls. When our Collection Specialists receive an inbound call or initiate an outbound call, the individual Account information appears on their screen. Along with all the pertinent data regarding the delinquent Account, the specific work plan appears on the screen. This ensures that our Collection Specialists always provide individuals with correct information on their options to resolve their Accounts.

Below is an example of one work plan and what appears on the Collection Specialist screen. The Collections Specialists' work plan includes as much information as the client requires. The Collection Specialist relays this information to the individual and then provides the city's telephone number and website information should they accept payment online. MVBA Collection Specialists can also process payment on behalf of the individual on the payment website while the individual is on the phone.



COLLECTION SERVICES AGREEMENT
24001753

THIS AGREEMENT is made and effective the 13th day of December 2023, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law dba MVBA and MVBA, LLC dba Accounts Receivable Collections Group hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

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

ARTICLE II. SERVICES TO BE PERFORMED

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

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

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

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

ARTICLE III. FINANCIAL CONSIDERATIONS

The compensation is based on a revenue sharing model. CITY agrees to pay COMPANY in accordance with the revenue share split percentages as disclosed in Exhibit "B" for the professional services described in Exhibit "A," which both Exhibits are attached hereto and incorporated herein for all purposes, upon presentation of a monthly statement. The monthly statement shall set forth all invoices generated, collections received, adjustments made, and those expenses described in Exhibit "B" incurred during the month's current billing cycle which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance.

ARTICLE IV. TERM

The term of this Agreement shall be from December 13, 2023 until December 12, 2026, unless the project is completed sooner or the Agreement is terminated as provided below.

CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met

and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law dba MVBA and MVBA, LLC dba Accounts Receivable Collections Group
700 Jeffrey Way, Ste. 100
Round Rock, TX 78665

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

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

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

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

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

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

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

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

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

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

L. 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

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

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of McCreary, Veselka, Bragg & Allen P.C. Attorneys at Law dba MVBA and MVBA, LLC dba Accounts Receivable Collections Group, 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

PAYMENT SCHEDULE

MISCELLANEOUS ACCOUNTS RECEIVABLE

MVBA compensation for providing professional services for representation in the collection of Delinquent Emergency Medical Services, Delinquent Utility Bills and Delinquent Miscellaneous Accounts Receivable, Delinquent Hotel/Motel Taxes, and any other Miscellaneous Accounts Receivable is twenty percent (20%) of the amount collected by the City on those accounts in which the data files are transmitted to MVBA by electronic media.

PAYMENT OF FEES/INVOICING

MVBA submits Monthly Statements to the City listing the Invoices and the fee amount due. The fees are to be paid to the Firm every month, directly related to the performance quality.

The Firm will pay all costs incurred for data processing activities, defendant/debtor notification, address research, telephone calls, and credit card services. Once an account is referred to MVBA for collection, MVBA shall receive the contractual collection fee if payment is received on the case. The MVBA fee is paid only if the client receives payment.

Scope of Services

COLLECTION PROGRAM HIGHLIGHTS

- **COMPREHENSIVE ACCOUNT ANALYSIS**

Once accounts are uploaded into the MVBA computer system, our staff reviews them critically. We identify individuals requiring immediate attention and devise strategies for appropriate collection procedures. We determine the distribution of dollars by year and the status of each account. In turn, you receive an inventory report ensuring the information accuracy in our system.

- **ELECTRONIC ADDRESS/PHONE NUMBER UPDATING**

To ensure that MVBA has the latest address and phone number information for the City of Midland individuals, we process your names, addresses, and phone numbers through various electronic research programs. The electronic data research programs used include TransUnion TLOxp, Experian, Insight Collect, LexisNexis (Accurint), Choice Point, NCOA, Accumail, and Acollaid. All new information is electronically updated to our computer system and made ready for the collection process.

- **SCHEDULED WRITTEN NOTIFICATION**

MVBA mails notices within 24 hours of receiving your delinquent account information. Subsequent mailings follow a work calendar that we develop with you, but at the minimum as those required and outlined in the City RFP. Our notices have been proven to increase the number of accounts you resolve and your revenues. MVBA letters are in English and Spanish and comply with federal and state collection laws.

Letters are tailored to the account status of each individual. They state the event's description, location, date, amount due, telephone contact number, and online payment information. A tear-off portion and envelope for return payment are also included. All letters are subject to the approval of the City, and MVBA can customize letters as well.

- **AUTOMATED TELEPHONE NOTIFICATION**

Beyond letters, MVBA uses an automated call system to maximize individual contact rates and increase your revenues. Individuals are given a toll-free telephone number, connecting them with trained collection specialists. Collection specialists, 90% bi-lingual, also initiate telephone contact with individuals (only between 8 am and 7 pm, Monday through Friday). Whether answering or initiating calls, MVBA specialists provide the personal contact needed to reinforce the importance of satisfying their commitment to the City. If telephone numbers are missing or found to be incorrect, they are flagged and transferred to our skip-tracing department.

- **EXPERT, PRODUCTIVE STAFF**

When your individuals contact MVBA by telephone or written correspondence, they are answered by our qualified bilingual staff. If a question is beyond the level of our regular staff, attorneys are available to speak with individuals. Internal review and productivity goals are part of our ongoing expectations for staff. The MVBA floor supervisor routinely audits all collection specialists to ensure compliance with the MVBA collection approach. Coaching or retraining may be undertaken when necessary. In addition, specialists have collection goals. This allows MVBA to evaluate each specialist collection results and effectiveness.

- **ADDRESS CORRECTION FOR RETURNED MAIL**

If mail is undeliverable or returned because an individual has moved, the United States Postal Service electronically transfers information about these events into the MVBA computer system. If the post office provides a new forwarding address, the account is automatically updated and flagged for re-mailing. If not, the account is flagged as receiving returned mail and forwarded to our skip-tracing department for more research.

- **INTERACTIVE SKIP TRACING**

Once electronic solutions fail, the city accounts move to the MVBA Skip Tracing Department. Personal intervention is sometimes vital to locating and resolving Accounts with bad addresses or unavailable phone numbers. Our staff uses several licensed regional and national databases to skip trace your Accounts manually.

- **INDIVIDUAL PAYMENT OPTIONS**

Experience shows that offering individuals various payment options increases your chances of collecting. MVBA notifies individuals by letter and phone call to pay the amount due directly to the city by cashier check, money order, and credit card or electronic check if the city can accept that payment method. MVBA directs individuals to the payment website and can process the payment on the payment website while the individual is on the phone. MVBA forwards all checks made payable to the City and MVBA the next business day but mailed to our office.

- **ACCOUNT RECALLING ON DEMAND**

The City of Midland may recall Accounts for any reason. When Accounts are recalled or canceled, MVBA can produce an electronic notification in report format to the City to confirm the cancellation of accounts.

- **INDIVIDUAL ONLINE INQUIRY**

Your individuals need to be able to review their Account information and payment history. Empowering them with information and convenient payment options are proven ways to collect successfully. In the initial letter received, individuals receive a unique reference number for their Account and will be directed to the website when inquiring about their Account online.

- **CLIENT WEB ACCESS**

With MVBA ***Client Web Access***, you can see exactly what has been accomplished on the City of Midland Account at your convenience. Security is guaranteed with your secure login. You can review collection activity reports online, view contact center activity, access individual information, send and track messages, and much more. The City may have an unlimited number of secure user logins.

- **COMPLAINT/DISPUTE RESOLUTION**

Your individuals receive the same exceptional service, professionalism, and ethical treatment that you do. Our goal is to have no complaints/disputes about our collection activity. But when complaints arise, MVBA strives to resolve them promptly, to the satisfaction of all parties.

Upon oral or written notification of a complaint/dispute, we immediately suspend all collection activity pending Account review. We enter the information into our Professional Practice Management Tracking System, automatically emailing our management team for prompt review. All notes and collection phone calls are reviewed to determine the validity of the complaint/dispute.

All phone calls to the MVBA call center are recorded. MVBA has the ability to email the City a call recording in a .wav file or other format upon request.

The tracking system monitors and sends automatic reminders to resolve the matter within a prescribed timeframe. If it is not resolved within that time, the system automatically escalates the matter to executive management. This means the City of Midland can be confident that matters are resolved timely.

COLLECTION METHODOLOGY

PROJECT MANAGEMENT PLAN

The MVBA team has gained wisdom from implementing solutions for hundreds of Texas clients like Midland. The City is assigned a qualified and effective Project Management Team. MVBA implements our program within thirty days upon contract receipt, provided the city is ready to begin implementation. MVBA receives files electronically and processes these account files within 24 hours of receipt.

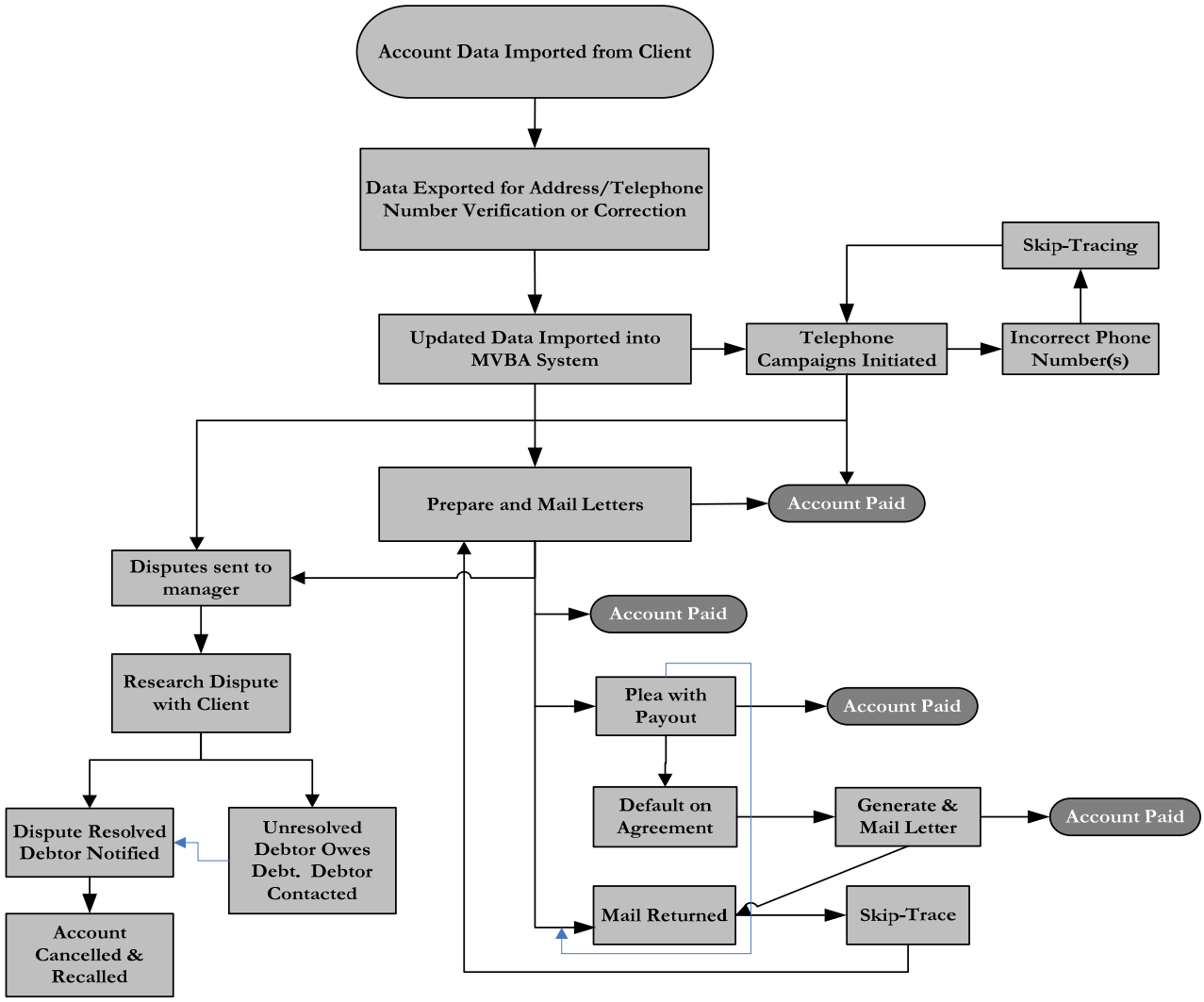
Goals and timelines are established after a thorough pre-implementation meeting with MVBA staff and City staff. Your MVBA Project Manager organizes internal processes within MVBA to accommodate the city timelines, guidelines, and processes. Your MVBA Project Manager ensures your needs are considered every step of the way, from project implementation to the execution of the contract.

These steps include:

- Project planning and implementation meeting
- MVBA facilitation; internal set-up of the client, secure FTP set-up
- Review of the work plan with MVBA staff
- Collaboration with City software vendor, testing
- Electronic File Transfer
- End-user training and tips on how to manage and transfer files.
- Providing and reviewing with you a comprehensive procedures manual
- Ensuring your staff is comfortable and ready to begin the program.
- Ongoing on-site consultation and reporting (monthly, quarterly, or as frequently as needed).

COLLECTION PROGRAM FLOWCHART

The following flow chart illustrates MVBA collection methodology in resolving outstanding Accounts.



DETAILED COLLECTION PROCEDURES

1. MVBA accepts account data in any format. We have specially designed programs that provide the efficient import of data electronically. MVBA loads the data the day it is received. We verify the data received with the data loaded into our system. This comparison reduces the opportunity for error at the beginning of the process. A full inventory of accounts received is then returned to the client for approval. After the client approves the "Inventory Report," letters are generated and mailed within 24 hours of approval.

2. Once the delinquent accounts are received, and the inventory is approved, letter processes begin. MVBA will electronically export the data to our letter vendor, who then processes it through the NCOA and skip-tracing partners. This data is examined for new or more deliverable addresses; this process may provide vital information such as phone numbers, dates of birth, and much more, which will further facilitate the collection process. Our database is then updated electronically with any new changes made by our skip-trace partners.

3. We understand that each client may have special circumstances or conditions that require special handling of accounts by our Contact Center Specialist. Therefore, each client is reviewed with the Specialists before receiving or initiating phone calls. Once this is completed, the accounts are placed in the queue and activated to begin making phone calls to these individuals. Phone contact takes place within 48 hours after the letters are mailed. Specialists also answer inquiry calls and process payments.

4. Outbound telephone call campaigns using our advanced dialing technology are initiated to provide a positive incentive to the individual that payment must be made on the delinquent account. Some of the features of our predictive dialer include:

    - **Seamless Predictive Dialing** increases Specialists' productivity by up to 400% over manual dialing by allowing Specialists to speak with live contacts virtually continuously. This technology means that the Collection Specialists will only be connected to live persons, bypassing bad numbers, fax numbers, operator intercepts, and busy signals.
    - **Call Recording, Monitoring, Coaching and Conferencing lets** our Specialists and management team know what is happening in real-time and records and archives efficiently for future use, training, and review. All calls are recorded, allowing MVBA management to review calls instantaneously.
    - **PC-based telephony** puts our phone functions right on the computer screen allowing for greatest flexibility.
    - **Call Transfer** allows our Specialists to transfer calls and the screen easily pops to any other Specialists logged onto the system to any IVR script or campaign.
    - **Call and Agent Reporting** provides real-time reports by Specialists and campaigns using industry standard Crystal Reports so adjustments and enhancements can be made.

5. Our collection software provides our Specialists all the pertinent data on one screen for efficient reference.

- **Multiple Simultaneous Campaigns** mean we can run several outbound and inbound campaigns together to maximize the Specialists' strengths and optimize the line usage.
- **Administrator Features** provide the ability to set up collector logins and security rights, campaign management, change line allocation to maximize line usage, off-line reporting, and more.
- **Real-Time Collection Software Updates** allow for immediate cancellation of paid or recalled Accounts out of the dialer and prevent any unwarranted phone calls to an individual who has paid the account.
- **Immediate Screen Pop** provides individual name, address, phone number, and collection account information when contact is made. In addition, the customized work plan for each City also pops up on any given individual Account. This allows the Specialists to begin the collection process promptly.

6. Once contact has been made with an individual, our Specialists verify the name, address, telephone number, and relevant information regarding the account. Any changes that need to be made are done at this time. The Specialists then follow a talk-off, which asks the individual to pay in full immediately. The Specialist is trained to listen, be persuasive, courteous, and be empathetic for the individual. Specialists are trained to assist individuals in seeking sources for payment. If the individual claims they do not have the means to pay or claim to be indigent, they are referred back to the City for other options to help dispose of their Account. We have found this approach to be very effective in collecting delinquent Accounts.

7. Our Specialists understand payment agreements and promise to pay on an account. The collection software used by MVBA has the ability to input and track postdated payments payment agreements and promises to pay on a given date for individuals who cannot pay on the initial phone call. As the promised payment date approaches, our collection software monitors the event and prompts the collector to follow up on the account to confirm that a payment will be made.

8. Accounts are placed in various sections for quick retrieval and follow-up by the Specialist. For example, An individual who states that a money order or cashier check is being mailed is placed into a “Hot” section for quick follow-up, whereas the “Night Call” section tracks individuals who are deemed to be more reachable in the evening hours (in accordance with all Federal and State laws).

9. MVBA accounting department posts and accounts for all monies received by our office and produces reports twice daily, which are delivered by fax or e-mail to the appropriate client. This department also produces checks payable to the client weekly with a report which details the individual name, account number, date of payment, the amount paid, and an invoice for the MVBA fee. Should MVBA receive a payment for a pay-to-city-only client, we forward the negotiable instrument to the client immediately, or if the City prefers, we can ACH funds from our Iolta account directly to the City allocated depository the same day.

10. In the event a contact is <u>not</u> made, one of the following will occur depending on circumstances:
    - Answering machine: The Specialist will leave a message requesting a return phone call. The account is coded as leaving a message, and a dated callback reminder is entered into the system.
    - No answer: The Specialists will code the account as no answer, and a dated call back reminder is entered into the system.
    - Busy: The Contact Center System will automatically call this number back within set intervals designed by our firm. The account is coded as being busy.
    - Disconnected Number: The phone number is coded as disconnected. If another number is available, the next number will be called. If no number exists, the account will be forwarded to our skip-tracing department for further research.
    - Wrong Number: The phone number is coded as wrong, and the next number is tried. If no number is available, the account is sent to our skip-tracing department for further research.

11. Return mail is processed electronically, and the account is updated. These accounts are coded as undeliverable in the system and then forwarded to our skip-tracing department for further research.

12. Skip-tracing is an integral part of our collection process. We take the unreachable account, begin batch processing, and manually research the individual in question. Once the individual is found, the new data is automatically documented in the system. A new address will trigger the account to get a new letter, and a new phone number will trigger the account to be placed back into the dialer campaign.

13. Training of personnel is a key component of our collection program. Our Collection Specialists must maintain a working knowledge of the Fair Debt Collections Practice Act (FDCPA), State law compliance, effective telephone techniques, and client account management. Our management team facilitates this training to provide our clients with the highest level of competency and consistency. All MVBA Collection Specialists and administrative staff must maintain certification through American Collectors Association International as a Certified Collection Specialist.

14. Internal review and productivity goals are another facet of our program. The MVBA floor supervisor routinely audits Specialist accounts and recorded calls to ensure proper procedures are followed and that the individual is treated fairly. If the Specialist is not following MVBA collection methodology, the Specialist is immediately re-trained and coached on becoming compliant with our collection approach. We also set collection goals for each Specialist. This allows the management team to evaluate each Specialist's collection results and effectiveness. MVBA provides an incentive program directly related to Specialists' collection performance.

ADDRESS RESEARCH AND SKIP-TRACING

Address Research

- Accounts may be delinquent because the individual's address is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent Accounts are collected when proper attention is given to finding the correct address of an individual. Upon receipt of delinquent Account files, MVBA links any other outstanding Accounts within our database.

- Upon receipt of a file of delinquent Accounts, MVBA processes the names of individuals through various electronic data research programs to obtain the latest address information.

- Accounts with an incorrect address are identified on our computer record so that it will receive special attention.

- Through these sources of information, MVBA is very successful in locating the correct addresses of individuals and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to obtain Social Security Numbers, Driver License Numbers, phone numbers, and other pertinent information to locate individuals.

Skip-tracing

Skip tracing is one of the most important tools to ensure successful recoveries. Accounts are worked through an automated skip trace “waterfall” process. In the waterfall process, Accounts flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the individual. In addition, MVBA has a staff of five Information Specialists dedicated solely to locating individuals where electronic tools have failed to yield a good address. All new information is immediately "attached" to the account via a "back screen." Our collectors have a "hot key" so that all skip trace updates are a keystroke away. Information updates include: The actual address and owner for each phone number supplied to us by the city, telephone numbers and owners associated with each

address, names, addresses, and phone numbers for nearbys; and names, addresses, and phone numbers for "surname" matches by region.

MVBA uses numerous licensed information sources. Those used include TransUnion TLOxp, Lexis Nexis, IDI Core, Accumail, Choice Point, National Change of Address database, and Credit Bureau headers.

INDIVIDUAL NOTIFICATION

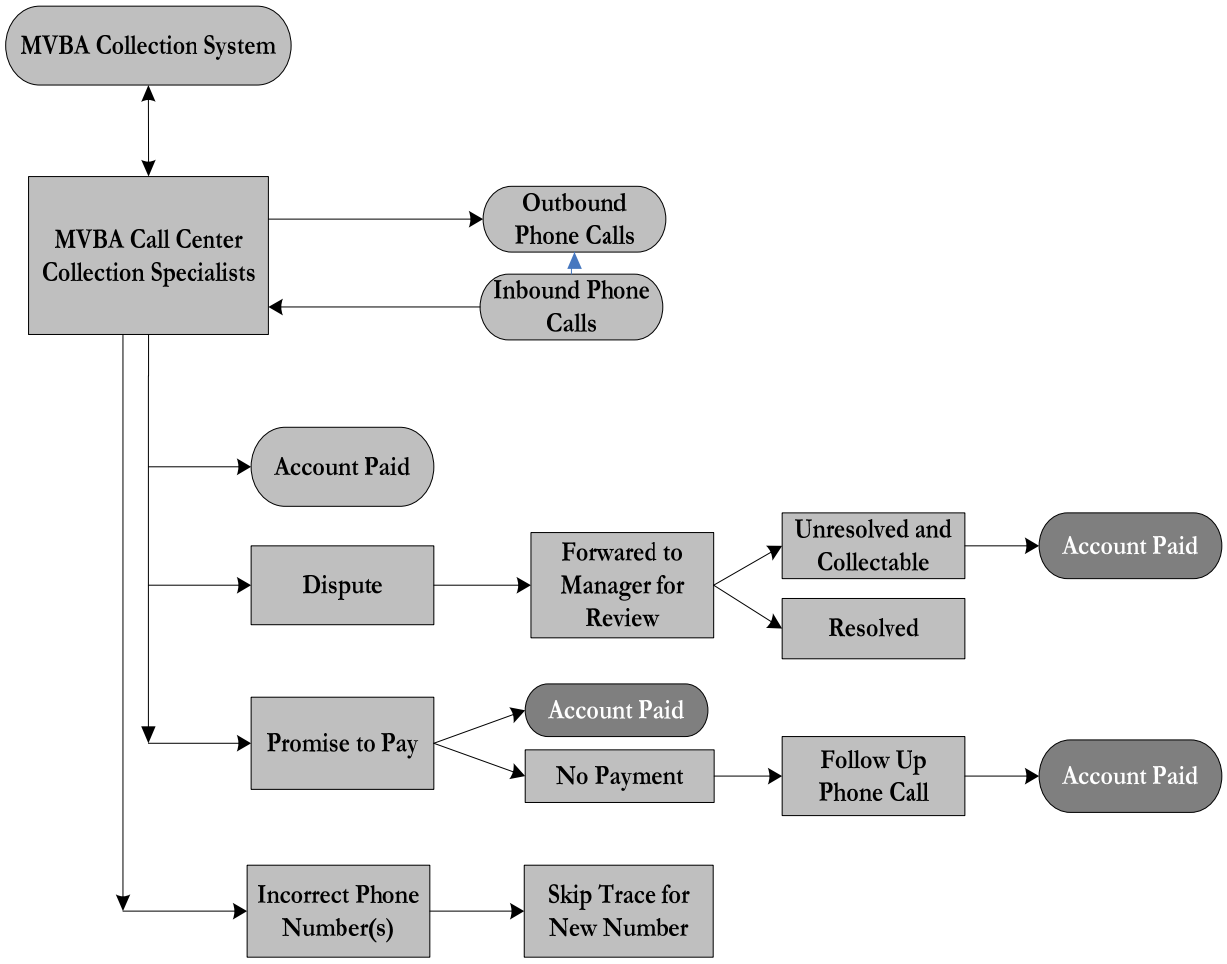
Written Notification

- Written notices are mailed to individuals informing them that MVBA, LLC dba Accounts Receivable Collections Group, has been retained to collect the debts listed, apprise the individual of their obligation, and provide information for making payment.
- Written notices contain a unique reference number, and individuals can go to the MVBA 24/7 website to make inquiries, where they are directed to the website for payment options.
- MVBA monitors delinquent notices to ensure deliverability by the Post Office. Additional research is conducted on returned mail, and new notices are promptly sent when new addresses are located.

Telephone Notification

- MVBA computerized Contact Center enables our trained professional staff to contact individuals using our predictive dialer. Utilizing this technology, our collection specialists can increase actual contacts by up to 400%, thereby increasing Account resolution and revenue for our clients.
- MVBA provides a toll-free phone number to individuals seeking additional information or information on how to make payments.
- The contact center operates from 8 am to 7 pm Monday through Friday.
- When a new telephone number is identified, it is immediately placed back into the dialer queue and added to the dialer campaign schedule.
- MVBA provides bilingual collection specialists.
- MVBA Latitude software automatically monitors all accounts for current activity, maintains appropriate collection activity files, and systematically follows up on unpaid accounts.

CONTACT CENTER FLOWCHART



RESPONDING TO INDIVIDUAL INQUIRIES

Letters always result in numerous phone calls from individuals. MVBA provides a toll-free number for individual use. MVBA staff members will answer individual telephone calls and respond to the most common questions and concerns. Attorneys are available to speak with any individual who has a question beyond our professional staff's experience or knowledge level.

Individual disputes shall abide by your policy. MVBA provides individuals with the Firm address and toll-free phone number, enabling them to contact us to discuss the notice. Everyone is treated with respect and courtesy. The individual is asked to provide proof when they state that they have paid or made restitution for an offense. Files with a "dispute status" are noted, and the individual can provide the information. Written correspondence relating to a dispute is forwarded to the city for their records. In some Accounts additional information may be asked for to provide the individual.
Should the City remove the balance due from the Account, the information is posted to the computer file, and the Account is closed in our system. There are no fees due MVBA on Accounts where money has not been collected. Persons who indicate indigent are referred to the City for community service and other city-ordered means for clearance.

While administering an effective, aggressive collection program, the Firm philosophy is predicated on ensuring everyone is treated with ease and respect. Every call and letter will be answered. All help and assistance, **short of legal advice**, will be provided to the individual. Collections are the major goal of our efforts. Still, good relations with the individuals are essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the individual and the city.

COMPLAINT RESOLUTION

MVBA understands that exceptional service applies to the individual as much as to the city. In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the account to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the city complaint file. Senior Management is responsible for any complaint received, whether such complaint is valid or not, and will follow through with the city to ensure that the matter is resolved to the city and the individual satisfaction, using both written and verbal communications.

Each and every phone call into or outbound at the MVBA Contact Center is recorded. This is part of our ongoing commitment to transparency. Should the City request a recording of a call, we can provide you a copy of the recording almost instantaneously in a .wav file or other standard file format.

NON ENGLISH SPEAKING INDIVIDUALS

Individuals who do not speak or understand the English language will be assisted by a staff member who is fluent in the Spanish language. MVBA contact center is ninety percent (90%) bi-lingual. Our Contact Center Supervisor, Cathleen Smith, is multi-lingual, speaking five languages, including Spanish. In addition, MVBA employs bi-lingual (Spanish) attorneys, client service coordinators, and administrative staff. This ensures there are no language barriers when communicating with MVBA.

MVBA staff in Round Rock has sixteen who are fluent in English and Spanish:

CORRESPONDENCE

Letters are mailed on MVBA (ARCG) letterhead and are designed to grab attention immediately. Letters are subject to the approval of the City. MVBA can customize letters to meet each client's specific needs.

Delinquent notices:

- List all outstanding Accounts, the nature of delinquency, the date of delinquency,
- and the total amount due.
- Provide information on how to contact the firm with questions via our toll-free number or website.
- Provide information on how to make payment and.
- Provide MVBA hours of operation.

TELEPHONY TECHNOLOGY

ADVANCE TELEPHONY AND INTERACTIVE VOICE RESPONSE (IVR)

Through our LiveVox software and our advanced dialing technology, our collection specialists can successfully complete up to 250 calls per shift. In addition, the software can complete up to 12,000 calls per day, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each account in MVBA Collection Software. Our system screens out busy signals, no answers, operator responses, and updates the Accounts for callbacks at another time. It anticipates how long a collection specialist will be on each call and has the next caller on the line when the call is completed. Unlike telemarketing firms, algorithms are utilized to automatically adjust the outbound dialing speed to ensure there are no "dead zones" when the called party answers, thereby eliminating hang-ups and increasing productive contacts.

One of the most productive aspects of our dialing technology architecture is that the system is co-resident with our Latitude Software. Every collector is connected to the dialing software through our collection system, which eliminates any restrictions on the number of collection specialists allowed on a call campaign at one time.

All phone numbers provided by the client are scrubbed to determine whether they are a landline or cell phone. All phone numbers discovered while skip tracing are verified as landline or cell phones. We use state-of-the-art dialing technology for all the landlines. Cell phones are placed in this technology once consent is received from the individual. There are no "Robo Calls". A professional collection specialist attends all calls. Once a number is answered, either live or voicemail, the specialist takes the call over to talk with the individual or to leave a message. There is no wait time between when the call is answered and when the specialist takes over the call.

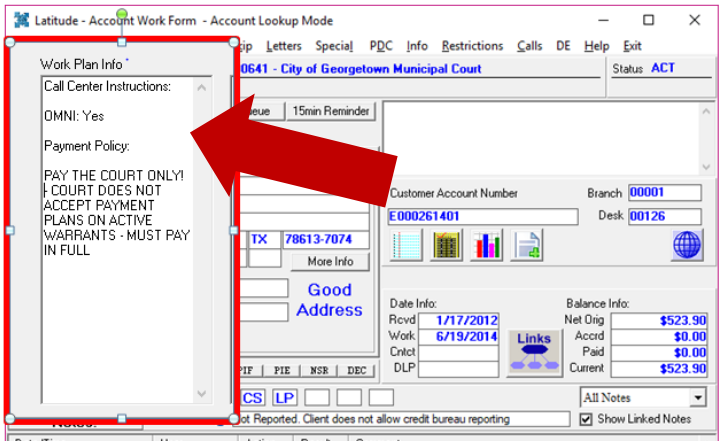
The collection specialist manually dials cell phones with no consent during designated daily campaigns. All calls comply with the Fair Debt Collection Practices Act (FDCPA) and Telephone Consumer Protection Act (TCPA), the Texas Debt Collection Act, and other state laws. Professional Collection Specialists receive regular refreshers on all applicable laws, changes, and professional techniques.

PHONE SCRIPTS

While phone scripts are useful in standardizing the approach of verifying information and following regulatory guidelines, our philosophy is predicated on coaching the individual in finding the means to resolve their outstanding Account with the City. Our Collection Specialists receive extensive training to help individuals resolve their pending Accounts. All offices have different policies and procedures, and MVBA has quality control checks that ensure we are acting as an arm of the City and communicating specific instructions.

Upon implementing our services, your MVBA Project Manager consults with City staff and creates a customized work plan based on the policies and preferences. This information is carefully documented and reviewed with our Collection Specialists ***before*** initiating phone calls. When our Collection Specialists receive an inbound call or initiate an outbound call, the individual Account information appears on their screen. Along with all the pertinent data regarding the delinquent Account, the specific work plan appears on the screen. This ensures that our Collection Specialists always provide individuals with correct information on their options to resolve their Accounts.

Below is an example of one work plan and what appears on the Collection Specialist screen. The Collections Specialists' work plan includes as much information as the client requires. The Collection Specialist relays this information to the individual and then provides the city's telephone number and website information should they accept payment online. MVBA Collection Specialists can also process payment on behalf of the individual on the payment website while the individual is on the phone.



City Council Meeting

Item Number: 7

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE WHEEL LOADER WITH A GRAPPLE BUCKET FROM YELLOWHOUSE MACHINERY CO. THROUGH SOURCEWELL FOR A TOTAL COST OF $212,685.00 (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution for the purchase of one (1) John Deere Wheel Loader with Grapple Bucket from Yellowhouse Machinery Co. through Sourcewell contract #01173-JDC for a total cost of $212,685.00 for the Solid Waste Department for the Recycling Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Solid Waste Fund 2024 operating budget.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Staff is recommending the purchase of one John Deere Wheel Loader with Grapple Bucket from Yellowhouse Machinery Co. through Sourcewell contract #01173-JDC. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to

seek competitive bids for those purchases. The budget for this purchase is $200,000.00. 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) John Deere Wheel Loader with Grapple Bucket from Yellowhouse Machinery Co. through Sourcewell contract #01173-JDC for a total cost of $212,685.00.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Soucewell Contract #01173-JDC

DATE: 11/15/2023

Fleet Services is requesting the purchase of (1) one Loader with Grapple Bucket. This will be a new addition to the fleet to help pick up items at the Recycle Center. The budgeted amount for FY24 for (1) one Loader with Grapple Bucket is $200,000. The purchasing amount being offered through Sourcewell Contract #01173-JDC for (1) one Loader with Grapple Bucket by Yellowhouse Machinery CO. is $212,685.00.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE WHEEL LOADER WITH A GRAPPLE BUCKET FROM YELLOWHOUSE MACHINERY CO. THROUGH SOURCEWELL FOR A TOTAL COST OF $212,685.00

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, Yellowhouse Machinery Co. has submitted a total proposed cost to the City of $212,685.00 for the purchase of a John Deere wheel loader with a grapple bucket 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 Yellowhouse Machinery Co. for said John Deere wheel loader with a grapple bucket to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a John Deere wheel loader with a grapple bucket from Yellowhouse Machinery Co. 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 John Deere wheel loader with a grapple bucket from Yellowhouse Machinery Co. through Sourcewell for a total cost of $212,685.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Yellowhouse Machinery Co. for said John Deere wheel loader with a grapple bucket from funds available in the Solid Waste 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

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Quote Summary

Prepared For:
CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702
Business: 432-685-7100
adominguez@midlandtexas.gov

Prepared By:
ERIC SCHIEL
Yellowhouse Machinery Co.
12230 W Highway 191
Midland, TX 79707
Phone: 432-580-3337
Mobile: 432-288-4494
erics@yhmc.com

SOURCEWELL CONTRACT NO. 01173-JDC

Quote Id: 29960145
Created On: 14 November 2023
Last Modified On: 15 November 2023
Expiration Date: 31 January 2024

Equipment Summary	Selling Price		Qty		Extended
2023 JOHN DEERE 444 P-Tier Wheel Loader - 1DW444PAAPLX18679	$ 186,000.00	X	1	=	$ 186,000.00
John Deere Extended Warranty-60MO/5000HR FULL	$ 3,800.00	X	1	=	$ 3,800.00
Sub Total					**$ 189,800.00**
GEM 2.5 BUCKET	$ 22,885.00	X	1	=	$ 22,885.00
Equipment Total					**$ 212,685.00**

Quote Summary	
Equipment Total	$ 212,685.00
SubTotal	$ 212,685.00
Total	$ 212,685.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 212,685.00**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Selling Equipment

Quote Id: 29960145 **Customer:** CITY OF MIDLAND

GEM 2.5 BUCKET

Hours: 0
Stock Number: 77585

Code	Description	Qty
00000	GEM 2.5 YD MULTI-PURPOSE BUCKET	1

JOHN DEERE Extended Warranty

Extended Warranty Proposal

2023 JOHN DEERE 444 P-Tier Wheel Loader
Date : November 15, 2023

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	444PAT	Coverage	List	$ 3,800.00
Model	444PAT	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products,and may be purchased at any time before the product's Standard Warranty,or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :
The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :
Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Quote Summary

Prepared For:

CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702
Business: 432-685-7100
adominguez@midlandtexas.gov

Prepared By:

ERIC SCHIEL
Yellowhouse Machinery Co.
12230 W Highway 191
Midland, TX 79707
Phone: 432-580-3337
Mobile: 432-288-4494
erics@yhmc.com

SOURCEWELL CONTRACT NO. 01173-JDC

Quote Id: 29960145
Created On: 14 November 2023
Last Modified On: 15 November 2023
Expiration Date: 31 January 2024

Equipment Summary	Selling Price		Qty		Extended
2023 JOHN DEERE 444 P-Tier Wheel Loader - 1DW444PAAPLX18679	$ 186,000.00	X	1	=	$ 186,000.00
John Deere Extended Warranty-60MO/5000HR FULL	$ 3,800.00	X	1	=	$ 3,800.00
Sub Total					**$ 189,800.00**
GEM 2.5 BUCKET	$ 22,885.00	X	1	=	$ 22,885.00
Equipment Total					**$ 212,685.00**

Quote Summary	
Equipment Total	$ 212,685.00
SubTotal	$ 212,685.00
Total	$ 212,685.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 212,685.00**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

YELLOWHOUSE MACHINERY CO.

Selling Equipment

Quote Id: 29960145 **Customer:** CITY OF MIDLAND

GEM 2.5 BUCKET

Hours: 0
Stock Number: 77585

Code	Description	Qty
00000	GEM 2.5 YD MULTI-PURPOSE BUCKET	1

JOHN DEERE Extended Warranty

Extended Warranty Proposal

2023 JOHN DEERE 444 P-Tier Wheel Loader
Date : November 15, 2023

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	444PAT	Coverage	List	$ 3,800.00
Model	444PAT	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products,and may be purchased at any time before the product's Standard Warranty,or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

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The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :
Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

City Council Meeting

Item Number: 8

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RESCINDING RESOLUTION NO. 2023-115; REJECTING THE SOLE PROPOSAL RECEIVED; AND AUTHORIZING THE CITY MANAGER TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE NORTH CITIZEN COLLECTION STATION PROJECT AND THE WEST CITIZEN COLLECTION STATION PROJECT (DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution to rescind Resolution 2023-115; reject the sole proposal received and authorizing the City Manager or the City Manager's designee to: (i) reissue a request for proposals for the North Citizen Collection Station Project and the West Citizen Collection Station Project for the Solid Waste Department.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding is required.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

The City Manager and/or City Manager's designee authorized the issuance of a request for proposals for North Citizen Collection Station Project and the West Citizen Collection Station

Project for the Solid Waste Department. The proposal request was sent to one hundred sixty (160) vendors. We received a sole bid from Onyx General Contractors, LLC. Staff recommends rejecting the sole proposal received for North Citizen Collection Station Project and the West Citizen Collection Station Project. Please see the attached memo from Jeffery Ahrlett, Solid Waste Director, for more information.

Therefore, please consider a resolution rejecting the sole proposal received for North Citizen Collection Station Project and the West Citizen Collection Station Project for the Solid Waste Department.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: **Erika Martinez, Purchasing Manager**

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

SUBJECT: **Request to reject and reissue bids for the Citizen Collection Station North and Citizen Collection Station West Construction.**

DATE: **November 2, 2023**

I am requesting the approval to reject the sole proposal and reissue a request for proposals for the construction of the Citizen Collection Station North and Citizen Collection Station West projects. Unfortunately, we were unable to agree on terms with the sole proposal received and are rejecting that proposal to reissue bids. Plans and specifications are provided from the professional services agreement with Parkhill for the design and construction documents for the Citizen Collection Stations construction.

Due to the continued growth throughout the City of Midland, Solid Waste believes it is necessary to construct two Citizen Collection Stations to better serve our residents. The North Citizen Collection Station will be located on North 349 near the new water tower. The West Citizen Collection Station will be located on business 20 near Big Sky Drive in.

This project has two phases:

- Design and Bid Phase - $613,800
- Construction Phase – Estimated cost - $6,000,000

Solid Waste is seeking council approval to reject the sole proposal and reissue a request for proposals for bids for the continuation of the Citizen Collection Station North and Citizen Collection Station West construction project.

RESOLUTION NO. _____

RESOLUTION RESCINDING RESOLUTION NO. 2023-115; REJECTING THE SOLE PROPOSAL RECEIVED; AND AUTHORIZING THE CITY MANAGER TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE NORTH CITIZEN COLLECTION STATION PROJECT AND THE WEST CITIZEN COLLECTION STATION PROJECT

WHEREAS, Resolution No. 2023-115 awarded a contract for the North Citizen Collection Station Project and the West Citizen Collection Station Project to Onyx General Contractors, LLC; and

WHEREAS, said contract has not been executed by the City and Onyx General Contractors, LLC

WHEREAS, the City Council finds it to be in the public interest to rescind Resolution No. 2023-115: and

WHEREAS, the City Council finds it to be in the public interest to reject the sole proposal received for the North Citizen Collection Station Project and the West Citizen Collection Station Project and to authorize the City Manager to advertise a request for competitive sealed proposals for said projects pursuant to the statutes of the State of Texas for accomplishing the work set forth in the plans and specifications approved by Motion No. 079-2023;

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

SECTION ONE. That the recitals stated above are hereby adopted and approved.

SECTION TWO. That Resolution No. 2023-115, awarding a contract for the North Citizen Collection Station Project and the West Citizen Collection Station Project to Onyx General Contractors, LLC, is hereby rescinded.

SECTION THREE. That the sole proposal received for the North Citizen Collection Station Project and the West Citizen Collection Station Project is hereby rejected.

SECTION FOUR. That the City Manager is hereby authorized and directed to

advertise a request for competitive sealed proposals for the North Citizen Collection Station Project and the West Citizen Collection Station Project pursuant to the statutes of the State of Texas for accomplishing the work approved by Motion No. 079-2023 and to negotiate an agreement for said work; provided, however, that said agreement 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:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

West and North Citizens' Collection Stations

Midland, Texas

October | 2023

Parkhill Project # 01611921

Parkhill

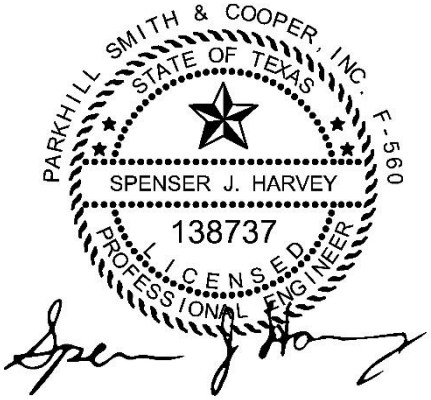
PROJECT MANUAL

CITY OF MIDLAND

West and North Citizens' Collection Stations

Midland, Texas





10/31/2023

October | 2023

Parkhill Project # 01611921

PACKET 8.8 December 12, 2023

TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 11 20	Request for Proposals
00 21 16	Instructions to Proposers
00 26 00	Procurement Substitution Procedures
00 31 00	Available Project Information
00 31 32	Geotechnical Data
	Geotechnical Report – Midland West CCS
	Geotechnical Report – Midland North CCS
00 42 00	Proposal Form
00 43 00	Procurement Form Supplements
00 52 00	Agreement Form
00 54 10	Midland
00 80 10	Owner Documents

DIVISION 01 – GENERAL REQUIREMENTS

01 10 00	Summary
01 20 00	Price and Payment Procedures
01 25 00	Substitution Procedures
01 30 00	Administrative Requirements
01 30 01	Digital Data Licensing Agreement
01 32 16	Construction Progress Schedule
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 43 26	Testing Laboratory Services
01 50 00	Temporary Facilities and Controls
01 57 23	Temporary Stormwater Pollution Control
01 60 00	Product Requirements
01 70 00	Execution and Closeout Requirements

DIVISION 02 – EXISTING CONDITIONS

Not Used

DIVISION 03 – CONCRETE

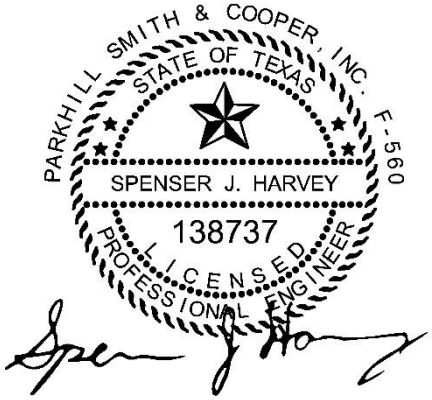
03 10 00	Concrete Forming and Accessories
03 20 00	Concrete Reinforcing
03 30 00	Cast-In-Place Concrete

DIVISION 04 – MASONRY

Not Used

DIVISION 05 – METAL

05 40 00	Cold-Formed Metal Framing



10/31/23

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 16 13 Insulating Sheathing (Zip System R Sheathing)
06 41 16 Plastic-Laminate-Clad Architectural Cabinets
06 64 00 Plastic Paneling

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 21 00 Thermal Insulation
07 62 00 Sheet Metal Flashing and Trim

DIVISION 08 – OPENINGS

08 11 13 Hollow Metal Doors and Frames
08 33 23 Overhead Coiling Doors
08 41 13 Hollow Metal Aluminum-Framed Entrances and Storefronts
08 80 00 Glazing

DIVISION 09 – FINISHES

09 22 16 Non-Structural Metal Framing
09 29 00 Gypsum Board
09 51 13 Acoustical Panel Ceilings
09 91 23 Interior Painting

DIVISION 10 – SPECIALTIES

10 28 13 Toilet Accessories
10 44 16 Fire Extinguishers

DIVISION 11 – EQUIPMENT

11 40 00 Foodservice Equipment

DIVISION 12 – FURNISHINGS

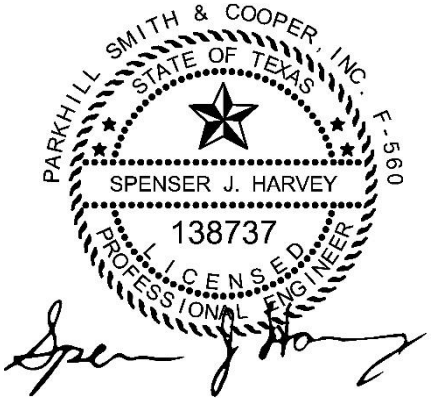
Not Used

DIVISION 13 – SPECIAL CONSTRUCTION

13 34 19 Metal Building Systems

DIVISIONS 14 – 21

Not Used



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PACKET 8.10 December 12, 2023

DIVISION 22 – PLUMBING

22 05 29 Hangers and Supports
22 11 00 Facility Water Distribution
22 13 00 Facility Sanitary Sewerage
22 33 00 Electric Domestic Water Heaters
22 40 00 Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 05 00 General Mechanical Requirements
23 05 00.20 Basic Mechanical Materials and Methods
23 05 53 Identification for HVAC and Plumbing Piping and Equipment
23 07 05 HVAC and Plumbing Insulation
23 23 00 Refrigerant Piping
23 31 00 HVAC Ducts and Casings
23 33 00 Air Duct Accessories
23 34 00 HVAC Fans
23 37 00 Air Inlet and Outlets
23 81 26.20 Split System Heat Pumps
28 32 39 Unit Heaters

DIVISION 24 – 25

Not Used

DIVISION 26 – ELECTRICAL

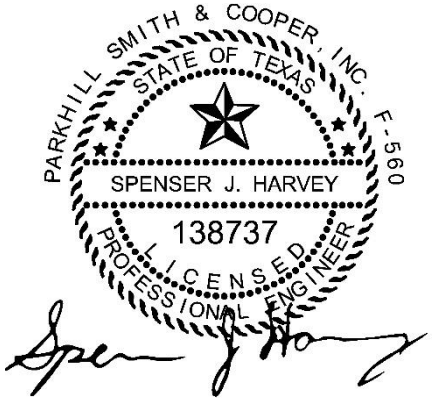
26 05 00 Basic Electrical Methods
26 05 13 Building Wire and Cable
26 05 19 Equipment Wiring and Systems
26 05 26 Grounding Bonding
26 05 29 Supporting Devices
26 05 33 Conduit
26 05 33.16 Boxes
26 05 36 Cable Trays
26 05 53 Electrical Identification
26 18 39 Enclosed Motor Controllers
26 24 16 Switchboard and Panelboards
26 27 26 Wiring Devices
26 28 16.16 Enclosed Switches
26 51 00 Interior Lighting

DIVISION 27 – COMMUNICATIONS

27 13 43 Telephone Communications Cabling

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 15 00 Integrated Access Control Hardware Devices



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DIVISION 31 – EARTHWORK

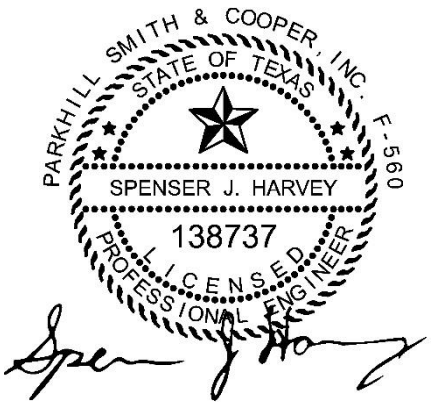
31 10 00 Site Clearing
31 20 00 Earth Moving
31 22 13 Rough Grade
31 23 23 Fill

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 11 23 Aggregate Base Courses
32 12 16 Asphalt Paving
32 13 13 Concrete Paving

DIVISIONS 33-46

Not Used



10/27/23

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 16 13	Insulating Sheathing (Zip System R Sheathing)
06 41 16	Plastic-Laminate-Clad Architectural Cabinets
06 64 00	Plastic Paneling

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 21 00	Thermal Insulation
07 62 00	Sheet Metal Flashing and Trim

DIVISION 08 – OPENINGS

08 11 13	Hollow Metal Doors and Frames
08 33 23	Overhead Coiling Doors
08 41 13	Hollow Metal Aluminum-Framed Entrances and Storefronts
08 80 00	Glazing

DIVISION 09 – FINISHES

09 22 16	Non-Structural Metal Framing
09 29 00	Gypsum Board
09 51 13	Acoustical Panel Ceilings
09 91 23	Interior Painting

DIVISION 10 – SPECIALTIES

10 28 13	Toilet Accessories
10 44 16	Fire Extinguishers

DIVISION 11 – EQUIPMENT

11 40 00	Foodservice Equipment

DIVISION 13 – SPECIAL CONSTRUCTION

13 34 19	Metal Building Systems

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 15 00	Integrated Access Control Hardware Devices



10/31/2023

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 03 - CONCRETE

03 10 00	Concrete Forming and Accessories	5
03 20 00	Concrete Reinforcing	3
03 30 00	Cast-In-Place Concrete	16

DIVISION 03 – METAL

05 40 00	Cold-Formed Meal Framing	11



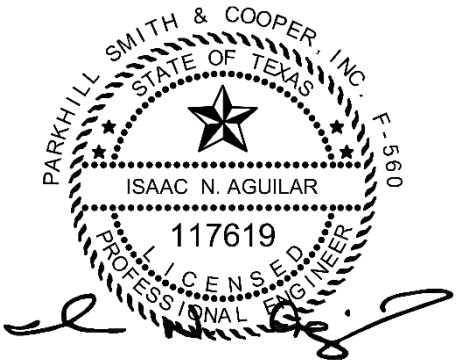
10/31/2023

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 26 – ELECTRICAL

26 05 00	Basic Electrical Methods
26 05 13	Building Wire and Cable
26 05 19	Equipment Wiring Systems
26 05 26	Grounding and Bonding
26 05 29	Supporting Devices
26 05 33	Conduit
26 05 33.16	Boxes
26 05 53	Electrical Identification
26 18 39	Enclosed Motor Controllers
26 24 16	Switchboards and Panelboards
26 27 26	Wiring Devices
26 28 16.16	Enclosed Switches
26 51 00	Interior Lighting



10/31/2023

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 22 – PLUMBING

22 05 29	Hangers and Supports
22 11 00	Facility Water Distribution
22 13 00	Facility Sanitary Sewerage
22 33 00	Electric Domestic Water Heaters
22 40 00	Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 05 00	General Mechanical Requirements
23 05 00.20	Basic Mechanical Materials and Methods
23 05 53	Identification for HVAC and Plumbing Piping and Equipment
23 07 05	HVAC and Plumbing Insulation
23 23 00	Refrigerant Piping
23 31 00	HVAC Ducts and Casings
23 33 00	Air Duct Accessories
23 34 00	HVAC Fans
23 37 00	Air Inlet and Outlets
23 81 26.20	Split System Heat Pumps
28 32 39	Unit Heaters



10/31/2023

DOCUMENT 00 11 20 - REQUEST FOR PROPOSALS

1.1 OWNER

City of Midland
300 North Loraine Street
Midland, Texas 79701

1.2 PROJECT

West and North Citizens' Collection Stations

1.3 ARCHITECT

Parkhill
1700 W. Wall, Suite 100
Midland, Texas 79701
432.697.1447
Attn: R. Ashley Coco, AIA

1.4 DESCRIPTION

A. You are invited to submit a stipulated sum proposal on the attached forms for General Construction Work including mechanical, plumbing, electrical, Work and for furnishing of all labor, materials, services and equipment necessary for and incidental to the Work as called for on the Drawings and in the Project Manual. The construction is expected to commence by March 1, 2024.
B. Proposers may submit a proposal for the Work either individually or combined as indicated on the Proposal Form.
C. A contract may be awarded based on the proposal offering the best value to the Owner for the Project.

1.5 BASIS OF PROPOSALS

A. Owner will be utilizing the competitive sealed proposal procurement method as authorized by Texas Government Code, Title 10, Subtitle F., Chapter 2269, Subchapter D. The selection criteria used to evaluate each proposer's proposal is stipulated below in paragraph "D. Selection Criteria and Points."
B. The construction cost budget for this Project is $6,000,000.00.
C. Proposals shall be made on a stipulated sum basis on the attached Proposal Forms.
D. Selection Criteria and Points.
    1. (0-40 points) Construction Price - Base Proposal.
    2. (0-20 points) Construction Time.
    3. (0-10 points) Resume of Project manager.
    4. (0-10 points) Resume of job superintendent.
    5. (0-10 points) Past and current experience on Projects of similar scope, size, complexity, and location. Include the following information: Owner, Project Name, Date Completed, Project Duration, Proposal Cost, Final Cost, Project Manager and Job Superintendent. If a current employee constructed the Project while working for a different employer clearly delineate that relationship.

6. (0-10 points) List of all litigation, claims, or lawsuits made against your company, an Owner or Architect in which you were the contractor, including any Projects that your company failed to fulfill the terms of the contract with an Owner in the last five years. Provide status of each.
7. Letter of Intent to issue Performance and Payment Bonds from proposer's bonding company listing availability of current bonding capacity and amount of Work currently under bond.
8. Ranking and selection of the proposers will be based on the scoring and evaluation of the listed selection criteria determined to provide the best value to the Owner.

E. Additional Requirements
1. For the Project Manager and Job Superintendent, provide the following for each:
   a. Daily responsibilities for the Project.
   b. Formal education level.
   c. History of Work experience.
   d. Personal references including name, position, owner, current telephone number and email address.
2. In addition to requirements of the proposal documents, Owner may require additional information to establish responsibility of Proposer. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, Proposer must submit all data to the Owner. Owner may also consider and use as part of the evaluation the operating costs, maintenance requirements, performance data and guarantees of major items of material and equipment proposed for incorporation in the Work when such data is required to be submitted in the proposal documents or prior to the award of the contract.
3. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of Proposer, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the proposal documents to Owner's satisfaction within the prescribed time.

1.6 SUBMISSION OF PROPOSALS

A. Address to: City of Midland
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79701

B. Location: City of Midland
Attn: City Secretary's Office
300 North Loraine Street
Midland, TX 79702

C. Date: January 17, 2024

D. Time: 2:00 p.m., local time.

E. Proposals received after the submission time on the due date will not be accepted and will be returned unopened to Proposer.

1.7 PROPOSAL DOCUMENTS

A. Proposal Documents may be examined at the Architect's office and at the following plan rooms:
   1. Dodge Data & Analytics
      806.794.2722
      Kim.mccallon@construction.com
   2. AGC Plan Room
      4500 W Illinois, Suite 201
      Midland, Texas 79703
      432.520.2220
      midland@wtagc.org
   3. Odessa Plan Room
      2706 Henderson
      Odessa, Texas 79764
      432.337.0912
      Odessaplanroom@gmail.com
   4. AGC-Abilene
      3125 S. 27th
      Abilene, Texas 79605
      325.676.7447
      wtagc@sbcglobal.net

B. Proposers may secure copies of Proposal Documents as follows:
   1. By contacting Pam Gonzales at pgonzales@parkhill.com. Additional information can be found at https://parkhill.com/projects-for-bid.
   2. Download documents (.PDF file extension format) from Parkhill's Info Exchange web site after registering as a plan holder with issuing Parkhill office. There is no cost or deposit required for this option.

C. Only Proposers who obtain Proposal Documents through Parkhill will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.

1.8 ADDENDA

A. Addenda will be issued to document holders by 1 of the 2 following methods:
   1. E-mail notification to document holder with link to download addenda from Parkhill's Info Exchange web site.
   2. For document holders not having e-mail address, addenda may be picked up at the issuing Parkhill office or mailed via the United States Postal Service (USPS).

B. Addenda will not be faxed to document holders.

1.9 PRE-PROPOSAL CONFERENCE

A. A pre-proposal conference will be held on Wednesday, January 3, 2024 at the Project site at 2:00 p.m. local time. Attendance by Proposers is recommended, but not mandatory.

1.10 PROPOSAL SECURITY

A. Proposal security in the sum of 5 percent of the total proposal amount and in the form of a cashier's check, certified check, or Surety Proposal Bond, shall accompany all proposals as stipulated in the Instructions to Proposers.

1.11 OPENING OF PROPOSALS

A. Proposals will be publicly opened in the City Council Chambers immediately after closing of proposal time to identify the names of the proposer and their respective proposed contract amount. Other contents of the proposals will be afforded security sufficient to preclude disclosure of contents prior to award or rejection action.

B. After opening the Proposals, the Owner will evaluate and rank each Proposal with respect to the published selection criteria described in section titled BASIS OF PROPOSALS. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification or modification, or the Owner may discuss with the selected proposer, offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, the Owner shall not disclose any information derived from the Proposals submitted by competing firms in conducting such discussions.

C. If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked proposer, the Owner will terminate discussions with that proposer. The Owner will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.

D. The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.

E. The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any proposer.

F. The Owner agrees that if the Contract is awarded, it will be awarded to the proposer offering the best value to the Owner. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

1.12 FORMALITIES

A. The City of Midland reserves the right to waive irregularities and to reject all proposals.

1.13 APPLICABLE GOVERNING LAWS AND REGULATIONS

A. In accordance with the Instruction to Proposers, all proposers shall comply with State Labor Laws concerning wage rates Texas Family Code concerning affidavit of eligibility to submit proposals non-discrimination in employment and employment of historically underutilized businesses.

END OF SECTION

DOCUMENT 00 21 16 - INSTRUCTIONS TO PROPOSERS

ARTICLE 1 - DEFINITIONS

1.1 Proposal Documents include the Proposal Requirements and the proposed Contract Documents. The Proposal Requirements consist of the Request for Proposals, Instructions to Proposers, the proposal form, and other sample proposal and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Contract Documents are applicable to the Proposal Documents.

1.3 Addenda are written, or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.

1.4 A Proposal is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents.

1.5 The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Proposal Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Proposals.

1.6 An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents, is accepted.

1.8 A Proposer is a person or entity who submits a Proposal.

1.9 A Sub-proposer is a person or entity who submits a proposal to a Proposer for materials, equipment or labor for a portion of the Work.

ARTICLE 2 - PROPOSER'S REPRESENTATIONS

2.1 The Proposer, by making a Proposal, represents that:

2.1.1 The Proposer has read and understands the Proposal Documents and the Proposal is made in accordance therewith.

2.1.2 The Proposer has read and understands the Proposal Documents or contract documents, to the extent that such documentation relates to the Work for which the Proposal is submitted.

2.1.3 The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the proposed Contract Documents.

2.1.4 The Proposal is based upon the materials, equipment and systems required by the Proposal Documents without exception.

2.1.5 By submitting proposal, each proposer agrees to waive any claim it has or may have against the Owner, the Architect, the Engineer and their respective employees and offices, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

ARTICLE 3 - PROPOSAL DOCUMENTS

3.1 COPIES

3.1.1 Proposal may obtain complete sets of the Proposal Documents from Parkhill as stated in Request for Proposals.

3.1.5 Proposal Documents will be issued directly to Subproposers or others unless specifically offered in Request for Proposals.

3.1.6 Proposers shall use complete sets of Proposal Documents in preparing Proposals; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

3.1.7 In making copies of the Proposal Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant permission for any other use of the Proposal Documents.

3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

3.2.1 The Proposer shall carefully study and compare the Proposal Documents with each other, and with other work being proposal concurrently or presently under construction to the extent that it relates to the Work for which the Proposal is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Proposers and Sub-proposers requiring clarification or interpretation of the Proposal Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Proposals.

3.2.3 Interpretations, corrections and changes of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in another manner will not be binding, and Proposers shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Architect at least 7 days prior to the date for receipt of Proposals. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including Drawings, performance and test data, and other information necessary for an evaluation. An item by item (line by line) comparison of each item listed in the specification shall be compiled and submitted comparing specified material/product with proposed substitution. A statement setting forth changes in other material, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. Architect's approval is for manufacturer only, and not specific material, system or equipment. Approved manufacturer's material, system or equipment is subject to additional and final review after award of contract and submitted for Architect's approval during Construction Administration submittal/shop drawing review process. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposers shall not rely upon approvals made in any other manner.

3.4 ADDENDA

3.4.1 Addenda will be issued via the Architect's Newforma Info Exchange website or via mail (if internet service is not available) to all who are known by the issuing office to have received a complete set of Proposal Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than 2 days prior to the date for receipt of Proposals except an Addendum withdrawing the request for Proposals or one which includes postponement of the date for receipt of Proposals.

3.4.4 Only Proposers who obtain Proposal Documents through Parkhill will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.

3.4.5 Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and the Proposer shall acknowledge their receipt in the Proposal.

ARTICLE 4 - PROPOSAL PROCEDURES

4.1 FORM AND STYLE OF PROPOSALS

4.1.1 Proposals shall be submitted on forms identical to the form included with the Proposal Documents.

4.1.2 All blanks on the proposal form shall be filled in by typewriter or manually, in ink.

4.1.3 Where so indicated by the makeup of the proposal form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

4.1.5 All requested Alternates shall be proposed. If no change in cost to the Base Proposal is required, mark "No Change."

4.1.5 Where two or more Proposals for designated portions of the Work have been requested, the Proposer may, without forfeiture of the proposal security, state the Proposer's refusal to accept award of less than the combination of Proposals stipulated by the Proposer. The Proposer shall make no additional stipulations on the proposal form nor qualify the Proposal in any other manner.

4.1.6 Each copy of the Proposal shall include the legal name of the Proposer and a statement that the Proposer is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.

4.1.8 All costs associated with the preparation, submission and delivery of Proposal is the sole responsibility of the Proposer.

4.2 PROPOSAL SECURITY

4.2.1 Each Proposal shall be accompanied by a proposal security as stipulated in the Request for Proposals, in the form and amount required, pledging that the Proposer will enter into a Contract with the Owner on the terms stated in the Proposal and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Proposer refuse to enter into such Contract or fail to furnish such bonds, the amount of the proposal security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the proposal security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.1.

4.2.2 The surety bond shall be written on AIA Document A310, Proposal Bond, or a similar standard form of the Surety, and the attorney-in-fact who executes the bond on behalf of the Surety, shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the proposal security of Proposers to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Proposals may be withdrawn, or (c) all Proposals have been rejected.

4.3 SUBMISSION OF PROPOSALS

4.3.1 All copies of the Proposal, the proposal security and other documents required to be submitted with the Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as indicated in the Request for Proposals and shall be identified with the Project name, the Proposer's name, and address and, if applicable, the designated portion of the Work for which the Proposal is submitted. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

4.3.2 Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals. Proposals received after the time and date for receipt of Proposals will be returned unopened.

4.3.3 The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

4.3.4 Oral, telephonic or telegraphic Proposals are invalid and will not receive consideration.

4.3.5 The Proposer shall be responsible for all costs associated with preparing the Proposal Document response. The Owner and Architect shall not incur any costs associated with the production and printing of the Proposal Document and post proposal information.

4.3.6 The Proposer shall prepare 6hard copies and 1 copy in pdf. on a USB flash drive of his proposal information which will be sealed in an opaque envelope.

4.4 MODIFICATION OR WITHDRAWAL OF PROPOSAL

4.4.1 A Proposal may not be modified, withdrawn, or canceled by the Proposer during the stipulated time period following the time and date designated for the receipt of Proposals, and each Proposer so agrees in submitting a Proposal.

4.4.2 Prior to the time and date designated for receipt of Proposals, a Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telegram; if by telegram, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals. A change shall be so worded as not to reveal the amount of the original Proposal.

4.4.3 Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

ARTICLE 5 - CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS

5.1.1 As stated in the Request for Proposals, the properly identified Proposals, received on time, will be opened publicly and will be read aloud. An abstract of the same information may, at the discretion of the Owner, be made available to the Proposers within a reasonable time.

5.2 REJECTION OF PROPOSALS

5.2.1 The Owner shall have the right to reject any, or all Proposals, reject a Proposal not accompanied by a required proposal security, or by other data required by the Proposal Documents, or reject a Proposal which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF PROPOSAL (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Proposer provided the Proposal has been submitted in accordance with the requirements of the Proposal Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal which, in the Owner's judgment, is in the Owner's own best interests. The issuance of this request for proposals does not obligate the Owner to enter into a contract.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Proposal Documents, and to determine the low Proposer on the basis of the sum of the Base Proposal and Alternates accepted.

5.3.3 Each proposer agrees to waive any claim it has or may have against the Owner, the Architect, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

ARTICLE 6 - POST-PROPOSAL INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Proposers to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305-2020, Contractor's Qualification Statement, Exhibit A, Exhibit B (except for paragraph B.1) and Exhibit C (except for paragraph C.2). Exhibits D and E are not required.

6.2 OWNER'S FINANCIAL CAPABILITY

6.2.1 The Owner shall, at the request of the Proposer to whom an award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Proposals, furnish to the Proposer reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Proposer will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

6.3.1 The Proposer shall, as soon as practicable, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

6.3.1.1 a designation of the Work to be performed with the Proposer's own forces:

6.3.1.2 names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

6.3.1.3 names of subcontractors, persons, or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Proposer will be required to establish, to the satisfaction of the Architect and Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Proposal Documents.

6.3.3 Prior to the award of the Contract, the Architect will notify the Proposer in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Proposer. If the Owner or Architect has reasonable objection to a proposed person or entity, the Proposer may, at the Proposer's option, (1) withdraw the Proposal, or (2) submit an acceptable substitute person or entity, with an adjustment in the Base Proposal or Alternate Proposal to cover the difference in cost occasioned by such substitution. The Owner may, accept the adjusted proposal price or disqualify, the Proposer. In the event of either withdrawal or disqualification, proposal security will not be forfeited.

6.3.4 Persons and entities proposed by the Proposer and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The Proposer shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

7.1.2 The cost shall be included in the Proposal.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Proposer shall deliver the required bonds to the Owner prior to the execution of the Contract.

7.2.2 The bonds shall be written on AIA Document A312, Performance Bond and Payment Bond or the Bonding Company's standard bond forms. Both bonds shall be written in the amount of the Contract Sum.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Proposer shall require the attorney-in-fact who executes the required bonds on behalf of the surety, to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 - INSURANCE

8.1 INSURANCE REQUIREMENTS

8.1.1 The Proposer shall furnish insurance in the types and amount of coverage required, and shall be secured from sources as defined in the Owner/Contractor Agreement.

8.1.2 The cost shall be included in the Proposal.

8.2 TIME OF DELIVERY AND FORM OF INSURANCE

8.2.1 The Proposer shall deliver the required certificates of insurance coverage to the Owner upon its execution of the Contract.

8.2.2 The insurance certificate shall be written on a form acceptable to the Owner. Insurance shall be written in the amount required by the Contract.

8.2.3 The insurance certificates shall be dated on or before the date of the Contract.

ARTICLE 9 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 FORM TO BE USED

9.1.1 The Agreement for the Work will be written on Owner provided document.

ARTICLE 10 - APPLICABLE GOVERNING LAWS AND REGULATIONS

10.1 WAGE RATES

10.1.1 All Contractors must comply with State Labor Laws as required by current amended provisions of Section 2 of Article 5159a, Texas Civil Statutes. Contractor is required to pay not less than the specified minimum wage rates of the various applicable classes of labor.

10.1.2 The Contractor shall forfeit as a penalty to the State, sixty dollars ($60.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by Contractor or by their subcontractor.

10.4 NON-DISCRIMINATION

10.4.2 During the proposal and performance of this Contract, the Contractor agrees as follows:

10.4.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, age, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this non-discrimination article.

10.5 HISTORICALLY UNDERUTILIZED BUSINESS

10.5.2 The Contractor shall include a "Historically Underutilized Business Policy Statement" in all subcontracts pertaining to the Work as follows:

City of Midland is committed to make efforts to assist Historically Underutilized Businesses (HUBs) to receive at least thirty percent (30%) of the total value of all contract awards issued by the state. Therefore, HUBs qualified to do so are encouraged to propose; and all business that propose are encouraged to give particular attention in preparing their proposals to include HUBs as subcontractors and material suppliers at any tier for a total value of at least 30% of the amount of their proposal. **Each proposer is required to state in its proposal (HUB Proposal Supplement) the percentage of the proposal amount represented by women owned HUBs, the percentage represented by minority-owned HUBs, and the combined total of each.**

HUB Subcontracting Program Reporting Policy, Responsibilities at the time of award:

The State of Texas operates under the basic principles of free and vigorous competition. In accordance with House Bill 2626, 73rd Legislature, all state agencies are to give a good faith effort to award at least thirty percent (30%) of the total value of all contracts to certified HUBs. Achievement of the goal may be reached by the state contracting directly with HUB vendors or by the state's general contractors establishing contracts with HUB vendors as subcontractors, suppliers or material providers.

All contractors are required to prepare the reporting forms within the designated time period stated on each form to assist City of Midland's efforts to document HUB vendor usage. Contractors that have demonstrated past HUB participation are still expected to provide documentation at the prescribed times.

General Services Commission (GSC) will assist contractors in identifying HUB businesses, call 512.463.3612. If contractors have difficulty in obtaining HUB vendors or meeting the goal targeted, contractor will be required to provide City of Midland with information under the good faith effort criteria listed below:

Delivery of a written notice to all HUB Subcontractors or Suppliers identified on the GSC HUB Certification Directory, contractor group listings, State Agency listings, other government agencies listings, and to any local HUB who requested information on the job. The notice will contain (1) adequate information about the plans, specifications, and requirements of the Contract and Subcontract work, and (2) a contact person within the Contractor's office to answer questions.

Provide documentation on the type of solicitations made for HUB participation, include records, and submit evidence of correspondence and responses from HUBs. In accordance with normal industry practices, divide contract into small, economically feasible segments which could be performed by HUBs, include dollar amount offered to HUB.

Evidence of the steps taken to assist in financing, bonding, and technical assistance services for HUBs where HUBs are otherwise qualified and information as to the Contractors bonding requirements, the procedure for obtaining any needed bond, and the telephone number of one or more acceptable surety companies contacted. Provide an explanation for rejection to any HUB whose proposal is rejected, unless another HUB is accepted for the same work, as follows: (1) where price competitiveness is not the reason, a written rejection notice will include the reason for rejection, and (2) where price competitiveness is the reason, a meeting will be held, if requested, with the price-rejected HUB to discuss the rejection.

10.5.3 City of Midland will review and evaluate the above documentation on the basis of demonstrated "good faith effort". Additional positive efforts or technical assistance may be provided and/or suggested by GSC. GSC will assist contractors in affirmative action plans to achieve the state's HUB contracting goal, call .512.463.3612.

10.5.4 An Historically Underutilized Business is defined by stature as (a) a corporation formed for profit in which at least 51 percent of the equity is owned by one or more women or Black, Hispanic, Asian Pacific, or Indian Americans, (b) a sole proprietorship 100 percent owned, operated, and controlled by such person(s), (c) a partnership in which such person(s) own at least 51 percent of its assets and interest and have proportionate control of partnership affairs, (d) a joint venture of HUBs, or (e) a supplier contract between an HUB and a prime contractor under which the HUB manufactures, distributes, or warehouses and ships the supplies.

10.5.5 **The proposer shall indicate in the appropriate space on the HUB Proposal Supplement whether or not the proposer meets the definition of an Historically Underutilized Business.**

10.5.6 **The proposer shall also indicate in the appropriate space on the HUB Proposal Supplement whether or not the proposer meets the following definition of a small business:**
A Small Business is a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit which is independently owned and operated and has either fewer than 100 employees or less than $1,000,000 in gross annual receipts during the past calendar or fiscal year.

END OF SECTION

DOCUMENT 00 26 00 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 25 00 "Substitution Procedures" for conditions under which substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
   1. Extensive revisions to the Contract Documents are not required.
   2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
   3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
   1. Requests for substitution of materials and equipment will be considered if received no later than 7 days prior to date of bid opening.
   2. Submittal Format: Submit 3 copies or 1 PDF copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C. All copies must be legible.
   3. Provide product data in a side-by-side, line-by-line review. Substitution Request Form 1.5C received without product data will be returned unanswered. Additionally, provide appropriate drawings, samples, tests, and reports as necessary to support and clarify product data. Attach all as backup data to CSI Substitution Request Form 1.5C.

B. Architect's Action:
   1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required Shop Drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT

SECTION 00 31 00 – AVAILABLE PROJECT INFORMATION

PART 1 - GENERAL

1.1 SUMMARY

A. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 INFORMATION

A. Property Survey:
1. A survey of the property was authorized by the Owner, and the survey was made by:
Parkhill
1700 W Wall Street
Midland, TX 79701
(432) 697-1447
2. Site layout, Drawings and boundary traverse and closure information included in the Drawings.
3. Property survey and site improvement layout is available for Contractor's information.

1.3 RESPONSIBILITY

A. Proposers are expected to examine the site survey information then determine for themselves the validity of the information contained there-in as it relates to this Project.
B. Architect and Owner do not guarantee continuity of conditions indicated at boring locations and assume no responsibility for variations of subsoil quality or conditions.
C. Architect and Owner assume no responsibility for variations of site survey information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 00 31 32 - GEOTECHNICAL DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 INFORMATION

A. Geotechnical Data:
1. An investigation of subsurface soil conditions at the construction site was authorized by Owner, and investigations at the West CCS Site were made by:

Beyond Engineering and Testing
011-B South County Road 1260
Midland, TX 79706
432.561.5780

Investigations at the North CCS Site were made by:

Terracon
10400 State Hwy 191
Miland, TX 79707
432.684.9600

2. The two reports, in their entirety, are bound at the end of this Section.

1.3 GEOTECHNICAL DATA

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Proposers' convenience and are intended to supplement rather than serve in lieu of [Proposers' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, Architect, Engineer, the Architect's or Engineer's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that they may require to determine the character of subsurface materials that may be encountered.

3. Proposers are expected to examine the geotechnical data reports and then determine for themselves the validity of the information contained there-in as it relates to this Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

www.BeyondET.com

3011-B South County Road 1260
Midland, TX 79706
432.561.5780

January 5, 2022
Via email: jahrlett@midlandtexas.gov

Attn: Mr. Jeffrey Ahrlett
Director of Solid Waste
City of Midland
300 N Loraine
Midland TX 79701

Reference: **Geotechnical Report**
Citizen's Collection Station
6400 West Highway 80
Midland, Texas
BEYOND Project No. GT2111061

Dear Mr. Ahrlett:

Beyond Engineering and Testing, LLC (BEYOND) is pleased to present our geotechnical engineering study for the proposed Citizen's Collection Center project in Midland, Texas. City of Midland (Client) commissioned this geotechnical engineering study to explore and evaluate the subsurface conditions at the site, develop geotechnical design parameters, and provide related construction recommendations for the project. Our geotechnical report describes our field exploration and laboratory testing program, our engineering interpretation pertinent to the project, as well as earthwork guidelines for the project.

We appreciate the opportunity to serve you. We look forward to working with you on construction materials testing services during construction phase. Note that BEYOND is already under contract with Client for this project. As such, a simple change order is needed to approve testing services during construction phase. Please call us if you have any questions concerning this report or any of our other services.

Respectfully submitted,
Beyond Engineering and Testing, LLC



Appasaheb "Amar" Kadam
Project Manager, E.I.T.

GEOTECHNICAL REPORT

Citizen's Collection Station
6400 WEST HIGHWAY 80
MIDLAND, TEXAS

Prepared For:

City of Midland
300 N Loraine, Midland, Texas 79701

Prepared By:

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706

432.561.5780 | www.BEYONDET.com

January 5, 2022
BEYOND Project No. GT2111061

Geotechnical Report

Citizen's Collection Station

6400 WEST HIGHWAY 80
MIDLAND, TEXAS

This Report Prepared By:

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, TX 79706

432.561.5780 | www.BeyondET.com

Prepared by:

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Geotechnical Report
Citizen's Collection Station
Midland, Texas

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Geotechnical Report
Citizen's Collection Station
Midland, Texas

1.0 INTRODUCTION

Beyond Engineering and Testing, LLC (BEYOND) is pleased to present our subsurface exploration and geotechnical engineering evaluation for the proposed Citizen's Collection Station project. The proposed project site will be situated near 6400 West Highway 80 in Midland, Texas at GPS coordinates (31.955276, -102.159771). The approximate project location is shown on Figure 1, Project Site Location Map, within Appendix A.

The purpose of this geotechnical investigation and report is to:

- Explore subsurface conditions;
- Conduct field and laboratory testing to characterize the engineering properties of subsurface materials;
- Provide geotechnical engineering parameters for the design and construction of foundation systems;
- Provide pavement recommendations, and;
- Provide earthwork requirements.

The recommendations contained in this report are based upon field and laboratory test results, engineering analyses, experience with similar subsurface conditions, and our project understanding.

2.0 PROPOSED CONSTRUCTION

BEYOND understands the proposed project will comprise of Citizen's Collection Station facility which consists of 40 feet by 60 feet metal building, concrete pavement, a built-up ramp and retaining walls for roll-off drops.

3.0 FIELD EXPLORATION

BEYOND prepared and executed a field exploration program for the proposed project on November 19, 2021. The approximate boring locations are shown on Figure 2, Borehole Locations Map, within Appendix A of this report. A summary of approximate geographic latitude and longitude coordinates and depth of each boring drilled as part of the subsurface exploration program is presented in Table 3.0.1.

Table 3.0.1 – Summary of Boring Locations and Depths

Boring No.	Latitude (degrees)	Longitude (degrees)	Total Boring Depth (feet)
B-1	31.955617	-102.157978	19
B-2	31.955419	-102.158930	19
B-3	31.955276	-102.159771	19

Notes: Latitude and longitude coordinates provided in Table 3.0.1 were obtained from a hand-held GPS device with accuracy of approximate 15 to 20 feet.

BEYOND utilized air rotary drilling method to advance the boreholes. We collected samples using Standard Penetration Testing (SPT) split spoon samplers. We collected all samples from the samplers in the field, performed visual soil classification, labeled the samples as to location and depth, and bagged soil samples to minimize moisture changes. We conducted the SPT tests in general accordance with ASTM D1586: Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils. SPT test results are shown on the attached Boring Logs under the "Field Data" column and are preceded by the letter "N". SPT testing was performed using automatic hammer.

BEYOND prepared field logs for each boring drilled. The field logs contain visual classifications of the materials encountered during drilling as well as interpolation of the subsurface conditions between samples. We also observed for groundwater level in the borehole while advancing the boreholes. These observations are discussed in subsequent sections of this report.

The project engineer reviewed the field logs, samples, and laboratory data to make appropriate modifications to the field logs. BEYOND classified soils in general accordance with the Unified Soil Classification System (USCS). The soil classification symbols on the boring logs are described in the *Boring Log Key* included in Appendix A. The final logs of boring include modifications based on our laboratory test results and observations performed on the soil samples collected in the field. The final logs of boring describe the materials encountered, strata thickness, the various depths at which the samples were obtained, as well as field test results.

4.0 SUBSURFACE CONDITIONS

4.1 Regional Geology

As per the geologic Atlas of Texas, Pecos sheet, the geology at the project site and in the vicinity consists of the following.

Quaternary Period Units

- **Playa Deposits** (Qp)**:** Shallow, closed, depressions that have filled mainly with clay and silt, along with minor amounts of sand.
- **Windblown Cover Sand** (Qcs/Qbd)**:** Eolian deposits comprised of fine- to medium-grained sand-sized quartz grains, silty in nature, with calcareous and caliche deposits being common. Windblown sediments can reach 10 feet in thickness.

Site vicinity geologic map is shown on Figure 3 within Appendix A of this report.

4.2 Subsurface Stratigraphy

As indicated on our logs of borings drilled as part of this study, native soils were encountered beneath approximately 2 inches of topsoil and extended to the bottom of the boring. The native soils generally encountered are as follows:

- Loose to very dense sand with varying amounts of clay, silt and gravel.

Bedrock was not encountered in any of the borings completed as part of this study.

The above descriptions are general and depth ranges are approximate because boundaries between different strata are seldom clear and abrupt in the field. In addition, the lines separating major strata types on the logs of borings do not necessarily represent distinct lines of demarcation of the various strata. Detailed logs of borings for locations drilled as part of this study, which present the stratum descriptions, types of sampling used, laboratory test data, and additional field data, are presented in Appendix A. The Boring Log Key, defining the terms and descriptive symbols used on each log of boring, is also presented in Appendix A.

4.3 Groundwater Conditions

BEYOND did not encountered groundwater during drilling operations.

Based on the Texas Water Development Board (TWDB) Groundwater Database of water wells within a 0.25-mile radius from the project site locations, groundwater levels at adjacent water wells were recorded at depths of 39 to 42 feet below ground surface. These measurements are from submitted driller's well reports from 2014.

It is imperative to note that the short-term groundwater level observations performed as part of this study are not an accurate evaluation of groundwater levels at the project site and should not be interpreted as a comprehensive groundwater study. The observations made during this investigation may also not represent conditions at the time of construction and it should be understood the presence of groundwater may have an effect on certain construction activities and long-term performance of foundations and pavements. Groundwater levels are highly dependent on climatic and hydrologic conditions before and after construction, and site development including irrigation demands, drainage and other factors. If a detailed groundwater study is desired, a groundwater hydrologist should be retained to perform these services.

5.0 LABORATORY TESTS

BEYOND performed various laboratory tests to determine the soil's physical properties. These tests allow us to classify soils and to assess soil performance under the project design conditions. Laboratory tests are presented in each respective *Log of Boring* and in the *Summary of Laboratory Tests* in Appendix A. The project geotechnical engineer assigned appropriate laboratory tests on selected soil samples. BEYOND performed the following laboratory methods for soil analyses:

- Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System): ASTM D2487;
- Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass: ASTM D2216;
- Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils: ASTM D4318;
- Standard Test Methods for Amount of Material in Soils Finer than No. 200 (75-µm) Sieve: ASTM D1140;
- Sulfate and Chlorides Content: EPA 300/300.1;

5.1 Geotechnical Laboratory Test Results

Moisture content tests were performed, in accordance with ASTM D2216, on selected soil samples. The test results are provided on Logs of Boring in Appendix A of the report as well as on the Summary of Laboratory Results in Appendix A of this report.

Percent finer than No. 200 (75-µm) sieve tests were performed, in accordance with ASTM D1140, on selected soil samples. The test results are provided on Logs of Boring in Appendix A of the report as well as on the Summary of Laboratory Results in Appendix A of this report.

Laboratory test results indicate that the native clay soils have liquid limit (LL) values range from non-plastic to 39% and plastic limit (PL) value ranging from non-plastic to 23%, with Plasticity Index (PI) values ranging from about non plastic to 23%. Based on FHWA-NHI-10-016 for the method of identifying potentially expansive soils as shown in Table 5.1.1, the soils at this proposed project site possess low swell potential.

Table 5.1.1 – Method of Identifying Potentially Expansive Soils (from FHWA-NHI-10-016)

Liquid Limit (%)	Plasticity Index	Potential Swell (%)	Potential Swell Classification
< 50	< 25	< 0.5	Low
50 to 60	25 to 35	0.5 to 1.5	Marginal
> 60	> 35	> 1.5	High

The Potential Vertical Rise (PVR) is the potential ability of a soil material to swell, at a given density, moisture and loading condition, when exposed to capillary or surface water. We estimate the PVR value for lightly loaded slabs-on-grade or shallow footings to be less than 1-inch, using the TxDOT method Tex-124-E.

A summary of laboratory testing results is presented in Appendix A of this report.

5.2 Soil Corrosiveness

BEYOND obtained the services of Xenco Laboratories to perform analytical tests to determine the content of soluble sulfate and chloride in the soils at or near foundation bearing depths. The results of soluble sulfate and chloride content are summarized in Table 5.2.1.

Table 5.2.1 – Results of Soluble Sulfate and Chloride Content

Boring No.	Depth of Sample (feet)	Soluble Chlorides (mg/kg)	Soluble Sulfate (mg/kg)
B-1	0	<4.95	<4.95

These test results indicate non-corrosive chloride content and negligible sulfate contents. The Xenco test results are included within Appendix A.

6.0 FOUNDATION DESIGN AND GEOTECHNICAL RECOMMENDATIONS

BEYOND understands the proposed Citizen's Collection Station facility consists of a 40 foot by 60 foot metal building, concrete and asphalt pavement, a built-up ramp and retaining walls for roll-off drops.

Based on the site geotechnical conditions, shallow foundations may be used to support the proposed buildings. Earthwork requirements for the proposed buildings are provided under Section 7.

We recommend that BEYOND's geotechnical engineer or our qualified representative be retained to observe shallow foundation excavations in this area to assess the need for any over-excavation and re-compaction and/or replacement.

6.1 Shallow Foundations

We recommend that the spread footings at the site should have a minimum embedment of 2 feet below final site grade for confinement, and the strip footings should have a minimum embedment of 1.5 feet below final site grade. The footings should bear on soils placed in accordance with Section 7 of this report. We recommend a minimum width of 12 inches for strip footings and a minimum of 24 inches for spread footings.

For our engineering analyses, we utilized the strength parameters provided in Table 6.1.1. Site grading plans for the proposed project site were not available during preparation of this report. BEYOND assumes final grade of the drop area will be approximately 1 to 6 feet higher than existing site grade.

Table 6.1.1 – Engineering Properties of Subsurface Materials for Shallow Foundation

Angle of Internal Friction, ϕ' (degree)	Total Unit Weight, γ (pcf)	Ultimate Coefficient of Friction, μ
30	110	0.35

Table 6.1.2 provides the values for net allowable bearing pressures against general shear failure based on a factor of safety of 3 for continuous and footings that bear on soils placed in accordance with Section 7 of this report. We estimate total footing settlement should not exceed 1-inch based on the allowable bearing pressures provided in Table 6.1.2.

Table 6.1.2 – Allowable Bearing Pressures for Shallow Foundations

Footing Type	Footing Width (feet)	Footing Depth (feet)	Allowable Bearing Pressure (psf)
Continuous Footing	1.0	1.5	1,250
Continuous Footing	1.5	1.5	1,500
Spread Footing	2.0	2.0	2,500
Spread Footing	2.0	3.0	3,500

Proper drainage must be maintained during construction and throughout the life of the structures to provide for improved shallow foundation performance. Other design and construction recommendations as outlined in the ACI design manual should be followed.

6.2 Floating Floor Slab for Building

A floating slab-on-grade is structurally independent of the spread footings. This option is also viable for the proposed building. The slab-on-grade can be supported on properly prepared subgrade in accordance with Section 7.1 of this report. A properly prepared subgrade should provide a modulus of subgrade reaction, K_1, of about 90 psi/inch, where K_1 corresponds to modulus of subgrade reaction corresponds to a 1-ft x 1-ft plate.

For square footing on cohesionless soil subgrade, the subgrade modulus value may be modified for various foundation widths based upon the following equation:

$$K_s = K_1\left[\frac{B+1}{2B}\right]^2$$

Where:

K_s = adjusted modulus of subgrade reaction based on actual footing width;
K_1 = modulus of subgrade reaction corresponds to a 1-ft x 1-ft plate;
B = footing width (in feet)

We recommend an optional crushed stone layer of four (4) inches in thickness immediately below the floor slab. The crushed stone should meet TxDOT Item 247, Grade 3. The crushed stone will provide increased support, assist in reducing differential floor settlements, and provide uniform friction across the bottom of the slab. Most importantly, the crushed stone allows truck traffic during construction without rutting. The design team may choose to avoid the crushed stone layer. With this option, we recommend using a pump to place concrete. Using a pump avoids truck traffic on the finished subgrade.

Based on our experience of similar projects, we provide the following guidelines for concrete floor slab design and construction. The concrete specifications should require a low water/cement ratio and the concrete should be placed with a relatively dry slump. Control joints should be constructed while the concrete is relatively green, before it shrinks. Spacing for control joints should be 15 to 20 feet to control shrinkage cracks.

In order to improve aesthetics by reducing shrinkage cracks and irregular surface textures, BEYOND also recommends the following: the ready-mix concrete should arrive at the target slump and the contractor should not be allowed to add water to the mixture. Water sprayed onto the slab during 'bull floating' must be minimal; otherwise, alligator cracking of the surface may develop. If vapor barriers are used, the designer should also consider adding a thin sand cushion on top of the vapor barrier. This bedding sand allows the concrete to cure evenly from top to bottom. Other design and construction recommendations as outlined in the ACI design manual should be followed.

6.3 Lateral Earth Pressures

Following are recommended equivalent fluid pressures for below-grade walls using native soils or imported materials as backfill. When backfilling adjacent to retaining walls, the contractor should be careful not to over-compact soils adjacent to the wall, thus inducing additional lateral stresses on the retaining walls. Proper drainage should be provided away from the walls during all phases of construction and post-construction grading. Below grade basement walls are considered as non-yielding walls due to restrained at the top to prevent sufficient movement to develop active condition. The at-rest lateral pressures are the appropriate earth pressures to use for design of basement walls. Active earth pressure may be for walls that exhibit a certain degree of horizontal movement, such as cantilevered retaining walls.

Positive drainage should be provided to prevent the buildup of hydrostatic water pressure on the walls. To prevent hydrostatic build-up, retaining walls should incorporate a wall drain for collection and removal of surface water behind the walls. A clean, granular, fee-draining materials with no more than 5% passing the No. 200 sieve is the preferred backfill for wall drains. Acceptable backfill would be crushed material with a gradation of in general conformance with ASTM C33, No. 57 or 67 aggregate. The high permeability of such material, combined with adequate drainage, such as weepholes at the bottom of the wall, prevents hydrostatic build-up. If no positive drainage is provided, hydrostatic water pressure should be considered in the design of the walls.

Backfill materials for the retaining wall should be placed and compacted to a minimum compaction of 95% of the maximum dry density as determined by ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content. The loose thickness of each layer before compacting shall not exceed 8 inches. Close to retaining walls, smaller compactors should use to prevent excessive lateral pressures against the retaining walls from stress caused by heavy compactors.

Table 6.3.1 – Equivalent Fluid Pressures for Lateral Earth Pressures

Soil Type	Lateral Earth Pressure Condition	Lateral Earth Pressure Coefficient	Equivalent Fluid Pressure (psf/ft)
Native or Imported Cohesionless Soils ϕ'=31, γ_t=115 pcf	At-Rest Condition	k_o=0.48	56
	Active Condition	k_a=0.32	37
	Passive Condition	k_p=3.12	360

The values apply only to cases where the ground surface is level. BEYOND should be contacted to provide suitable values for cases where the ground surface is sloped. These earth pressure values do not include safety factors or hydrostatic pressure. Surcharge loads should also be considered.

6.4 Seismic Parameters

The following seismic parameters are based on the 2015 International Building Code (IBC) and a Site Class D for this project site. The Mapped Spectral Response Acceleration for the 1 second (S_1) and short periods (S_S) were computed using the U.S. Seismic Design Maps web-based application program developed by the Applied Technology Council (ATC). Table 6.4.1 summarizes recommended seismic parameters to be used in the design:

Table 6.4.1 Recommended Seismic Parameters

Parameter	Calculated Value
S_S – Mapped Spectral Response Acceleration at Short Period (0.2-Second)	0.124 g
S_1 – Mapped Spectral Response Acceleration at 1-Second Period	0.033 g
F_a (Site Coefficient) – Site Class D	1.6
F_v (Site Coefficient) – Site Class D	2.4

Note: Seismic Parameters were obtained from https://hazards.atcouncil.org/#/

7.0 FOUNDATION CONSTRUCTION CRITERIA

In this section, we provide various specifications and construction recommendations to allow earthwork to meet the intent of the geotechnical parameters provided in Section 6. We recommend that BEYOND be retained to provide verification testing services during construction. This allows us to verify that construction of foundation items are in compliance with our recommendations.

7.1 Site Preparation

Prior to construction, the contractor should establish proper and positive drainage to maintain a relatively dry condition at the proposed construction site. This will be important if any work is attempted during prolonged rainfall periods. Water ponding in construction areas should be avoided.

Winter weather conditions can also impact the construction process. Newly placed fill should not be placed on frozen subgrade and frozen material should not be used for fill.

Site preparation should begin by removing surface debris, vegetation, organic topsoil, loose soil and major root systems, if any. Compact resulting subgrade and verify stability using a proof-roll test. Conduct a proof-roll tests using a loaded dump truck or loaded double-axle water truck with a minimum weight of 20 tons. Passing proof-roll tests must show less than ½-inch deflection and no area pumping. Any soft spots or areas that exhibit pumping should be excavated and re-compacted to a minimum compaction of 98% of the maximum dry density as determined by ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content.

The base of each foundation excavation should be observed by the geotechnical engineer or a qualified representative prior to foundation installation.

7.2 Select Fill Below Foundation and Floor Slab

Select non-expansive fill material placed within foundation and floor slab areas should meet one of the following soil classifications: SC-SM, SM, SC, CL, GC or GW-GC. In addition, select fill shall possess a plasticity index, PI of less than 18 and shall not possess particle sizes greater than 3-inches. Native soils within the upper 5 feet below existing site grade may be used as select fill. Additional testing should be performed during construction to verify the suitability of native soils as select fill.

Select fill below the foundation should be placed in loose lifts not exceeding 8-inches and should be compacted to a minimum compaction of 98% of the maximum dry density as determined by ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content for cohesive soils or moisture conditioned within +/- 3% of optimum moisture content for cohesionless soils. Compacted backfill density should be verified by nuclear density tests, with at least one test per 2,500 square feet for each lift under buildings and one test per 5,000 square feet in other areas.

7.3 Shallow Foundation Construction

The following construction criteria and general guidance should be observed during shallow foundation construction:

1. Remove loose soils from footing excavations. Do not allow loose, excavated soils from the footings to be spread out within the building pad. These loose soils will cause differential settlements.

2. Excavations for footings should be accomplished with a smooth-mouthed bucket. If a toothed bucket is used, excavation with this bucket should be terminated a few inches above final grade and the excavation completed with a smooth-mouthed bucket or by manual labor. Debris or loose material in the bottom of the excavation should be re-compacted or removed prior to placing concrete. This is especially important along footing excavations.

3. The foundation excavation should be sloped sufficiently to create internal sumps for runoff collection and removal. Foundation excavations subject to rainfall and possible deterioration from accumulated water should be protected using a protective "mud-slab" (concrete). If surface runoff water or groundwater seepage accumulates at the bottom of the foundation excavation, it should be collected and removed and not allowed to adversely affect the quality of the bearing surface.

4. The foundation excavations should be checked for size and cleaned of loose material and debris prior to the placement of reinforcing steel. Precautions should be taken during the placement of reinforcement and concrete to prevent the loose excavated material from falling into the excavation.

5. Prior to the placement of concrete, any water must be removed from the foundation excavation.

6. Prompt placement of concrete in the excavation as it is completed, cleaned, and observed is strongly recommended.

7.4 Open Excavations

Temporary construction slopes and/or permanent embankment slopes should be protected from surface runoff water. Site grading should be designed to allow drainage at planned areas where erosion protection is provided, instead of allowing surface water to flow down unprotected slopes. Surcharge loads, either static or dynamic, should not be applied to an excavation slope. Construction equipment should be prevented from traveling along or near the top of the excavation slope. Monitoring of temporary slopes, trenches, and dewatering during construction should be undertaken by the contractor to detect early warnings of movement within slopes, structures, pavements, etc.

In all cases of excavations in soils, sloped excavations and trench shields are required for excavations greater than four feet in depth. The contractor's "Competent Person" (as defined by OSHA) must inspect each trench to determine the type of bench or slope that is actually required. With all excavations, only a "competent person" shall determine whether sloped, benched, or trench shields can be used. OSHA and applicable state and local standards should be observed and followed. Site safety is the responsibility of the contractor.

7.5 Drainage

Proper drainage should be provided away from the foundation elements during all phases of construction and post-construction grading. Proper drainage is essential to the long-term stability of the structure. Ponding of water near the foundation elements from improper drainage should not be permitted. Downspouts should use splash blocks that divert water away from the foundation. Planters near buildings should be lined and should not allow saturation of soils near the foundation.

8.0 PAVEMENTS

The proposed pavement sections presented here are calculated based solely on engineering structural parameters. Construction cost is not included in this analysis. Daily traffic volume or 18-kips Equivalent Single-Axle Loads (ESALs) for the proposed pavement was not available during preparation of this report. We anticipate traffic will mainly consist of passenger cars, pick-up trucks and haul trucks to transport the trash receptacles. We understand the facility will utilize the pavement sections outlined in Table 8.1.1. Based on the proposed pavement sections and assumptions below we have calculated the estimated ESAL's that the pavement can support over a design life of 20 years.

8.1 Design Recommendations for Pavements

BEYOND calculated pavement section options in accordance with the *AASHTO Guide for Design of Pavement Structures 1993*. For pavement analysis we assumed the following parameters:

- Design life: 20 years;
- Reliability: 85% (Flexible) or 90% (Rigid);
- Overall Standard Deviation: 0.45 (Flexible) or 0.35 (Rigid);
- Initial Serviceability: 4.2 (Flexible) or 4.5 (Rigid);
- Terminal Serviceability: 2.0 (Flexible) or 2.5 (Rigid);
- Assumed CBR-value: 6.0
- Design Resilient Modulus (psi): 8,000
- Asphaltic Concrete: Layer structural coefficient of 0.44, and a drainage coefficient of 1.0; and
- Untreated Base Course: Layer structural coefficient of 0.14, and a drainage coefficient of 1.0.
- Concrete compressive strength: 3,500 psi

Table 8.1.1 presents our pavement sections based on our assumed design parameters.

Table 8.1.1 Recommended Pavement Section

Option	Estimated ESAL's	Concrete Thickness (inches)	HMAC Thickness (inches)	Untreated Aggregate Base Course Thickness (inches)
Light Duty Asphalt	25,000	--	2.0	6.0
Heavy Duty Asphalt	275,000	--	3.0	9.0
Concrete Pavement	900,000	8.0	--	6.0

The concrete pavement should be designed by the Civil Engineer to have proper reinforcement. As a general guideline, a minimum of #3 reinforcing bars at 18 inches on-center-each-way (OCEW) is recommended for the proposed concrete pavement.

8.2 Material Specifications

The pavement should be specified, constructed, and tested to meet the following requirements:

1. *Natural Subgrade* – Remove all vegetation and construction debris. Scarify the resulting subgrade to at least 12 inches, moisture condition and compact to a minimum of 98% of the maximum density per ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content for cohesive soils or moisture conditioned within +/- 3% of optimum moisture content for cohesionless soils. The compacted surface shall be proof-rolled using a loaded tandem-axle dump truck or water truck of 25 tons or heavier. Passing proof-roll tests must show less than 1-inch deflection and no area pumping. Soft spots or areas exhibiting pumping should be excavated and re-compacted. Use select fill placed in accordance with Section 7.3 to reach final target site grade.
2. *Crushed Limestone Base Material (Flexible Base)* - Crushed rock as per Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2014), Item 247, **Grade 2** or better. The material should be compacted to a minimum of **95%** of the maximum density as per **ASTM D1557**.
3. *Portland Cement Concrete* - BEYOND recommends using a TxDOT **Class P** concrete mix design, or similar.
4. *HMAC* – **Type B** Hot Mix Asphaltic Concrete surface course. This material should meet TxDOT Item 340 specifications.
5. *Prime Coat* – Texas Department of Transportation Item 310.

9.0 LIMITATIONS

Recommendations contained in this report are based on our field observations and subsurface explorations, limited laboratory tests, and our present knowledge of the proposed construction. It is possible that soil conditions will vary between or beyond the points explored. If soil conditions are encountered that differ from those described herein, we should be notified immediately. If the scope of the proposed design or construction changes from that described in this report, our data should also be reviewed.

We prepared this report in substantial compliance with the generally accepted geotechnical engineering practice, as it exists in the area at the time of our study. No warranty is expressed or implied. The recommendations provided in this report are based on the assumption that BEYOND will conduct an adequate program of tests and observations during the construction phase in order to evaluate compliance with our recommendations.

This report may be used only by the client, their design team, and only for the purposes stated, within three years from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time. Any party other than the client who wishes to use this Report shall notify BEYOND of such intended use. Based on the intended use of the report, BEYOND may require that additional work

be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or anyone else will release BEYOND from any liability resulting from the use of this report by any unauthorized party.

This is a geotechnical engineering report and is not intended to provide information about possible contaminated soils or the locations of any abandoned underground storage tanks. The owner should consult with an environmental specialist to determine whether this site is suitable from an environmental perspective.

Other standards or documents referenced in any given standard cited in this report, or otherwise relied upon by the authors of this report, are only mentioned in the given standard; they are not incorporated into it or "included by reference," as that latter term is used relative to contracts or other matters of law**.**

APPENDIX A

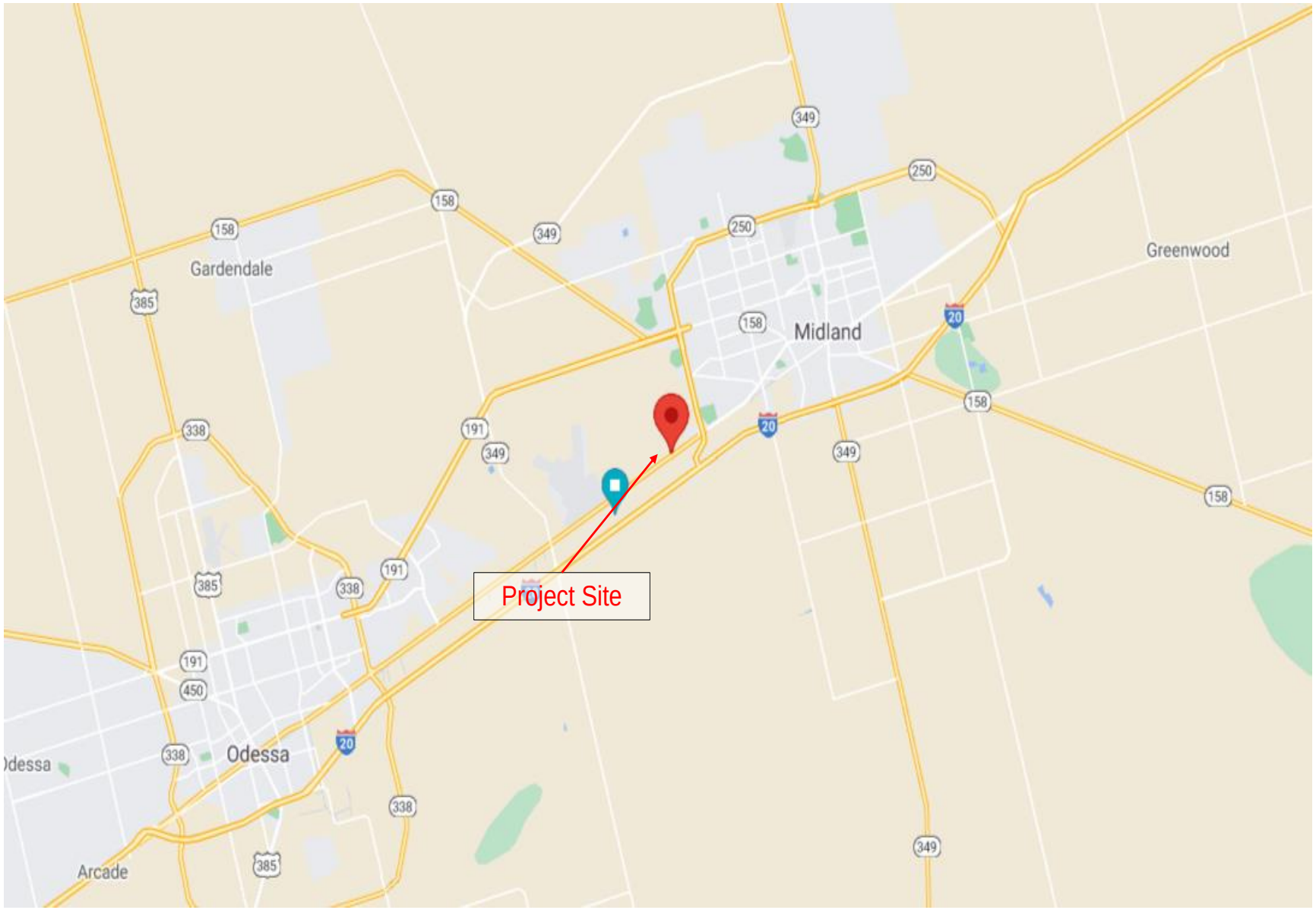


Figure 1- Project Site Location Map



Figure 2 - Borehole Locations Map

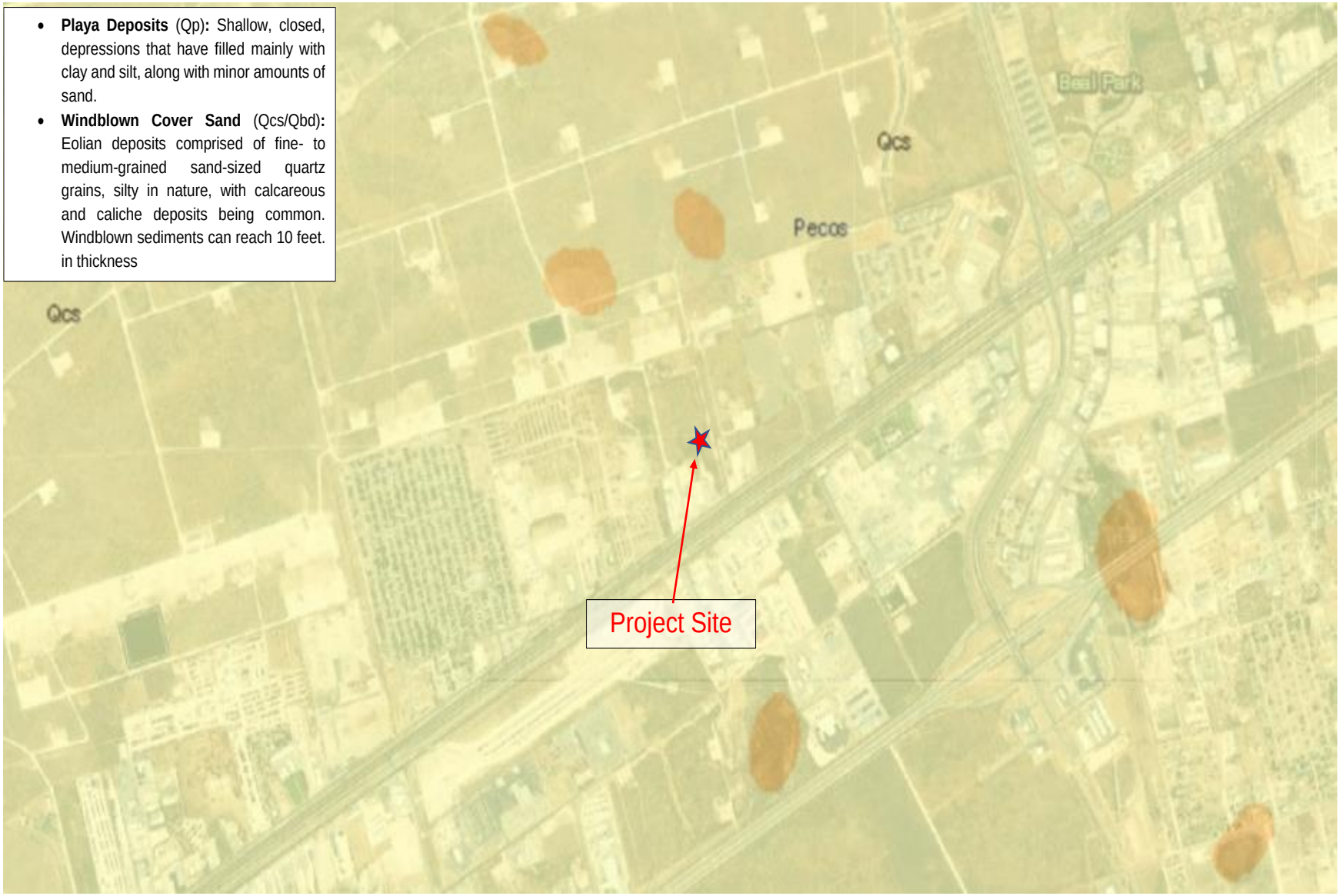
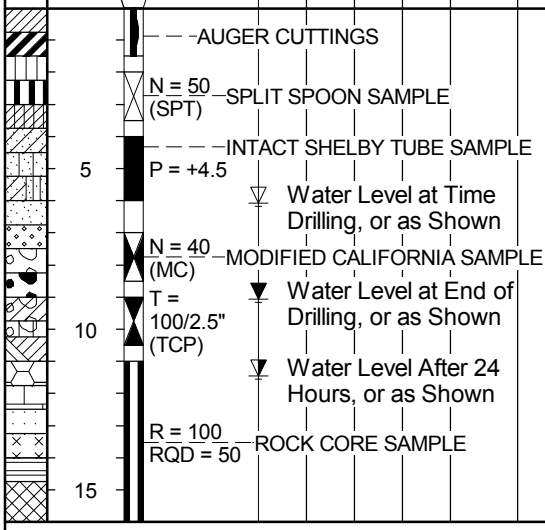


Figure 3 - Site Vicinity Geologic Map

LOG OF BORING KEY



FIELD DATA				LABORATORY DATA								
SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)

DRILLING METHOD(S):
Continuous Flight Auger/Hollow Stem Auger/Wash Rotary/NX Core

GROUNDWATER INFORMATION:
Groundwater was encountered at 8 ft. during drilling and measured at 9 ft. immediately after drilling

SURFACE ELEVATION: ft.

DESCRIPTION OF STRATUM

Cohesive Soils - Clay and Silt			
Modified California (RS)	Standard Split-spoon (SS)	Pocket Penetrometer	Consistency
SPT # blows/ft	SPT # blows/ft	Unconfined Compressive Strength (tsf)	
< 3	< 2	< 0.25	Very Soft
3-6	2-4	0.25-0.5	Soft
7-12	5-8	0.5-1.0	Medium Stiff
13-25	9-15	1.0-2.0	Stiff
26-50	16-30	2.0-4.0	Very Stiff
> 50	> 30	> 4.0	Hard

Cohesionless Soils - Sand and Gravel		
Modified California (RS)	Standard Split-spoon (SS)	Relative Density
SPT # blows/ft	SPT # blows/ft	
0-6	< 4	Very Loose
7-18	4-10	Loose
19-58	11-30	Medium Dense
59-98	31-50	Dense
> 98	> 50	Very Dense

-- TESTING SYMBOL DEFINITIONS --

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

TYPICAL SOIL AND ROCK SYMBOLS (USCS CLASSIFICATION)

- Lean Clay (CL)
- Fat Clay (CH)
- Silt (ML)
- Elastic Silt (MH)
- Silty Clay (CL-ML)
- Clayey Sand (SC)
- Silty Sand (SM)
- Silty, Clayey Sand (SC-SM)
- Poorly-Graded Sand (SP)
- Well-Graded Sand (SW)
- Poorly-Graded Gravel (GP)
- Well-Graded Gravel (GW)
- Clayey Gravel (GC)
- Silty Gravel (GM)
- Bedrock
- Basalt
- Limestone
- Sandstone
- Siltstone
- Shale
- Fill Material

DEGREE OF WEATHERING

1) Unweathered: No evidence of any chemical or mechanical alteration.
2) Slightly weathered: Slight discoloration on surface, slight alteration along discontinuities, less that 10% of the rock volume altered.
3) Moderately weathered: Discoloring evident, surface pitted and altered with alteration penetrating well below rock surfaces, weathering "halos" evident, 10 to 50% of the rock volume altered.
4) Highly weathered: Entire mass discolored, alteration pervading nearly all of the rock with some pockets of slightly weathered rock noticeable, some minerals leached away.
5) Decomposed: Rock reduced to a soil with relicit rock texture, generally molded and crumbled by hand.

SOIL STRUCTURE

Calcareous..... Containing calcium carbonate
Slickensided..... The presence of planes of weakness having a slick and glossy appearance
Interbedded..... Alternating layers of varying material

LOG OF BORING B-1

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: City of Midland
PROJECT: Citizen's Collection Station
LOCATION: Midland, Texas
NUMBER: GT2111061
DATE(S) DRILLED: 11/19/21

DRILLING METHOD(S):
Air Rotary

GROUNDWATER INFORMATION:
Groundwater not encountered during or immediately after drilling

SURFACE ELEVATION:

DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
												Topsoil 1.5 inches
		N = 16	1.4									SILTY SAND (SM), brown, medium dense to very dense, dry, fine to medium grained
		N = 26	1.5	NP	NP	NP					17.1	
5		N = 38										
		N = 50/1.5"										Grading trace Gravel, light brown
		N = 25	6.8	39	23	16					23.2	CLAYEY SAND (SC), with gravel, light brown, medium dense, dry, fine to medium grained
10												
		N = 50/6"										SILTY SAND (SM), brown, very dense, dry, fine to medium grained
15												
		N = 50/5"										
												Total Depth = 19 ft.

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 31.955617, Long. -102.157978

PACKET
8.55
December 12, 2023

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LOG OF BORING B-2

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: City of Midland
PROJECT: Citizen's Collection Station
LOCATION: Midland, Texas
NUMBER: GT2111061
DATE(S) DRILLED: 11/19/21

DRILLING METHOD(S):
Air Rotary

GROUNDWATER INFORMATION:
Groundwater not encountered during or immediately after drilling

SURFACE ELEVATION:

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
													Topsoil 2 inches
			N = 6										SILTY SAND (SM), brown, loose, dry, fine to medium grained
			N = 9	5.3	24	13	11					37.9	CLAYEY SAND (SC), with gravel, light brown, loose to dense, dry, fine to medium grained
	5		N = 10	6.4									Grading trace Gravel
			N = 16	11.2	38	15	23					34.4	
			N = 50/6"										SILTY SAND (SM), light brown, very dense, dry, fine to medium grained Grading with Gravel
	10												
			N = 50/2"										
	15												
			N = 50/1.5"										
													Total Depth = 19 ft.

DESCRIPTION OF STRATUM

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 31.955419, Long. -102.158930

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LOG OF BORING B-3

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: City of Midland
PROJECT: Citizen's Collection Station
LOCATION: Midland, Texas
NUMBER: GT2111061
DATE(S) DRILLED: 11/19/21

DRILLING METHOD(S):
Air Rotary

GROUNDWATER INFORMATION:
Groundwater not encountered during or immediately after drilling

SURFACE ELEVATION:

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
													Topsoil 1.5 inches
			N = 14	4.7	22	13	9					29.5	CLAYEY SAND (SC), with gravel, light brown, medium dense, dry, fine to medium grained
			N = 18										
	5		N = 20	4.8	20	12	8					36.7	
			N = 12										Grading trace Gravel, light brown
			N = 77	4.8									SILTY SAND (SM), brown, very dense, dry, fine to medium grained
	10												
	15		N = 50/3"										
			N = 50/2"										
													Total Depth = 19 ft.

FIELD DATA | LABORATORY DATA

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 31.955276, Long. -102.159771

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SUMMARY OF LABORATORY RESULTS

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: City of Midland
PROJECT: Citizen's Collection Station
LOCATION: Midland, Texas
NUMBER: GT2111061

Borehole	Depth (ft)	USCS	Water Content (%)	Dry Unit Weight (pcf)	< No. 200	LL	PL	PI	Compressive Strength (tsf)	Strain at Failure (%)	Confining Pressure (psi)	Chlorides (%/weight)	Sulfates (%/weight)	pH	Minimum Resistivity (ohm-cm)
B-1	0.0		1									0.0005	0.0005		
B-1	2.0	SM	2		17	NP	NP	NP							
B-1	8.5	SC	7		23	39	23	16							
B-2	2.0	SC	5		38	24	13	11							
B-2	4.0		6												
B-2	6.0	SC	11		34	38	15	23							
B-3	0.0	SC	5		30	22	13	9							
B-3	4.0	SC	5		37	20	12	8							
B-3	8.5		5												

PACKET 8.58 December 12, 2023

ND Not Detected; **D** Diluted;
*Denotes Total Unit Weight

Client Sample Results

Client: Beyond Engineering & Testing, LLC
Project/Site: Citizen's Collection Center

Job ID: 880-9035-1

Client Sample ID: B-1
Date Collected: 12/07/21 00:00
Date Received: 12/07/21 13:42
Sample Depth: 0 - 1.5

Lab Sample ID: 880-9035-1
Matrix: Solid

Method: 300.0 - Anions, Ion Chromatography - Soluble

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Chloride	<4.95	U	4.95		mg/Kg			12/09/21 14:43	1
Sulfate	<4.95	U	4.95		mg/Kg			12/09/21 14:43	1

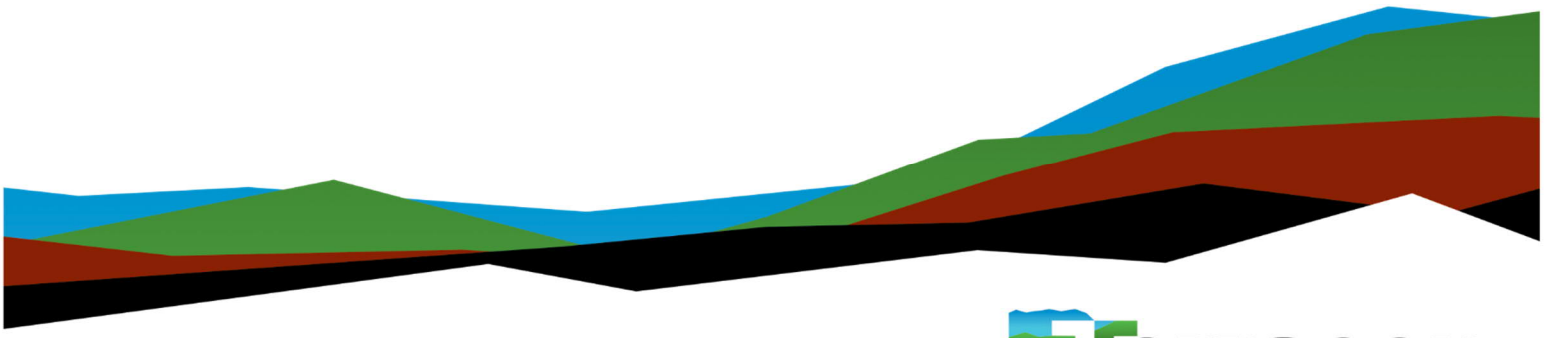
Midland North CCS

Geotechnical Engineering Report

July 14, 2023 | Terracon Project No. A4235100

Prepared for:

Parkhill
4222 85th St
Lubbock, TX 79423



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Midland, TX 79707
P (432) 684-9600
Terracon.com

July 14, 2023

Parkhill
4222 85th St
Lubbock, TX 79423

Attn: Mr. R. Ashley Coco - Senior Architectural Project Manager
E: acoco@Parkhill.com

Re: Geotechnical Engineering Report
Midland North CCS
2.5 Miles N-NW of Intersection of US Highway 349 and Occidental Parkway
Midland County, TX
Terracon Project No. A4235100

Dear Mr. Coco:

We have completed Geotechnical Engineering services for the above referenced project in general accordance with Terracon Email Quote dated May 25, 2023, and a Consulting Services Agreement between Parkhill and Terracon dated May 31, 2023. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design as well as construction of foundations, and pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon



FOR

Kiran P. Acharya, Ph.D., P.E.
Project Engineer

Jitendra “JT” Thakur, Ph.D., P.E.
Geotechnical Department Manager

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Attachments

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Supporting Information

Note: This report was originally delivered in a web-based format. Blue Bold text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the Terracon logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

Refer to each individual Attachment for a listing of contents.

Report Summary

Topic [1]	Overview Statement [2]
Project Description	This project is to construct a small single-story pre-engineered metal building and a paved “Citizens Collection Station (CCS)” area for city of Midland Solid Waste department.
Geotechnical Characterization	Clayey gravel with sand was encountered within the upper about 2 feet of existing grades, underlain by very dense, cemented, calcareous materials, locally called “caliches”. We expect on-site subsurface materials have low potential for shrink/swell with fluctuations in moisture content. The on-site subsurface materials can generally be used as structural fill provided that the caliche materials are crushed into sizes less than 4 inches in maximum dimensions, and they meet structural fill requirements. Groundwater was not encountered during our field exploration.
Earthwork	Heavy duty equipment will generally be suitable for earthwork, and utility trench excavations on the project site. Controlled blasting could be required for utility trench excavations in confined areas.
Shallow Foundations	Shallow foundations such as spread and/or continuous strip footings can generally be used to support the building. Net allowable bearing pressure of 3,000 pounds per square foot (psf) be used for design of shallow foundations.
Pavements	Asphalt Pavement: 1.5” asphalt concrete over 8” of aggregate base course for Class I 2” asphalt concrete over 8” of aggregate base course for Class II 2.5” asphalt concrete over 10” of aggregate base course for Class III Concrete Pavement: 5” PCC over 4” aggregate base for Category A 6” PCC over 4” aggregate base for Category D 7” PCC over 4” aggregate base for Category E
General Comments	This section contains important information about the limitations of this geotechnical engineering report.

1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself.
2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.

Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the Midland North CCS to be located about 2.5 Miles N-NW of Intersection of US Highway 349 and Occidental Parkway in Midland County, TX. The purpose of these services was to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Seismic site classification per IBC
- Site preparation and earthwork
- Foundation design and construction
- Pavement design and construction

The geotechnical engineering scope of services for this project included the advancement of soil-test borings, laboratory testing, engineering analysis, and preparation of this report.

Drawings showing the site and boring locations are shown on the Site Location and Exploration Plan, respectively. The results of laboratory testing performed on soil samples obtained from the site during our field exploration are included on the boring logs in the Exploration Results section.

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	A project site location and a construction layout were received from Mr. R. Ashley Coco of Parkhill via an email on May 25, 2023.
Proposed Structures	This project includes construction of a small pre-engineered metal building on the southern end, and a paved area for trash collection at the northern portion of the site. The paved area will be a CCS for city of Midland Solid Waste department.

Item	Description
Foundation Types	We expect the building will be supported on shallow foundations, such as spread and/or continuous strip footings.
Finished Floor Elevation	Finished floor elevation is assumed to be within 2 feet of existing grades.
Maximum Loads (Assumed)	■ Column loads: 50 kips ■ Wall loads: 1.5 kips per linear foot (klf) ■ Slab loads: 125 psf
Pavements (Assumed)	We understand that CCS area will be paved. We assume that the traffic classification for design of asphalt pavement will consist of: ■ Class I: Parking stalls for autos and pickup trucks [Equivalent Single Axle Loads (ESALs) = 7,000] ■ Class II: Traffic consisting of home delivery trucks, trash pickup (ESALs = 27,000) ■ Class III: Delivery lanes with up to ten 3-axle trucks per day (ESALs = 107,000) The anticipated ACI traffic categories and daily truck traffic for design of concrete pavement are assumed to consist of: ■ Category A: Car and auto parking areas and access lanes, 10 trucks per day ■ Category D: Heavy-duty trucks, 1 truck per day ■ Category E: Fire or trash truck lanes, 1 truck per day The pavement design period is 20 years.

Terracon should be notified if any of the above information is inconsistent with the planned construction, especially the grading limits and structural loads, as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	Midland North CCS site is located about 2.5 Miles N-NW of Intersection of US Highway 349 and Occidental Parkway in Midland County, TX. The coordinates of approximate center of the site are 32.1038°N, 102.0955°W. See Site Location
Existing Improvements	None
Current Ground Cover	Exposed soils, grasses, and mesquites
Existing Topography	Relatively flat

We also collected photographs at the time of our field exploration program. Representative photos are provided in our Photography Log.

Geotechnical Characterization

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting, and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each exploration point are indicated on the individual log. The individual log can be found in the Exploration Results and the GeoModel can be found in the Figures attachment of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at the boring location, please refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Sand and Gravel	Clayey gravel with sand; very dense
2	Caliche	Silty clayey sand with gravel; very dense

Excavation difficulties are generally anticipated within Model Layer 2.

Caliche is a calcium-carbonate-cemented material. Caliche has many resemblances to rock. It is difficult to excavate caliche materials.

The borings were advanced in the dry using air rotary drilling technique that allows short-term groundwater observation to be made while drilling. Groundwater seepage was not

encountered or observed in either of the borings within the maximum drilling depths of about 24 feet bgs at the time of our field exploration. Groundwater is not expected to affect shallow foundation construction at this site.

Groundwater conditions may be different at the time of construction. Groundwater conditions may change because of seasonal variations in rainfall, runoff, and other conditions not apparent at the time of drilling. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project. Long-term groundwater monitoring was outside the scope of services for this project.

Seismic Site Class

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance with Section 20.4 of ASCE 7 and the International Building Code (IBC). Based on the soil/rock properties observed at the site and as described on the exploration log and results, our professional opinion is for that a Seismic Site Classification of C be considered for the project. Subsurface exploration at this site was extended to a maximum depth of about 24 feet bgs. The site properties below the boring depth to 100 feet were estimated based on our experience and knowledge of geologic conditions of the general area. Additional deeper boring or geophysical testing may be performed to confirm the conditions below the current boring depth.

Geotechnical Overview

The area to the west of the project site is previously developed. Although no deleterious materials, such as construction debris, or organics were encountered during our field exploration or observed in the collected samples, we caution that potential existing fill that contains deleterious materials could exist on the project site in areas away from our borings. If deleterious materials are detected during construction, Terracon should be notified immediately to provide consultation. In general, deleterious materials can be replaced with structural fill.

The site appears suitable for the proposed development based upon geotechnical conditions encountered in the test borings, provided that the recommendations provided in this report are implemented in the design and construction phases of this project.

We expect on-site subsurface materials have low potential for shrink/swell with fluctuations in moisture content. Moisture-induced potential vertical movements are estimated to be less than 1 inch. The on-site soils are generally suitable for use as structural fill. Based on the conditions encountered and estimated load-settlement relationships, the proposed building can be supported on shallow spread/continuous strip footings.

According to the 2021 International Structures Code (Section 1613.3.2), IBC seismic site classification for this site is determined to be C. The recommendations contained in this report are based upon the results of field and laboratory testing (presented in the Exploration Results), engineering analyses, and our current understanding of the proposed project. The General Comments section provides an understanding of the report limitations.

Earthwork

Earthwork will include clearing and grubbing, excavations, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria as necessary to render the site in the state considered in our geotechnical engineering evaluation for foundations.

Site Preparation

Prior to placing fill, striping of existing topsoil, vegetations, and root mats should be performed in the proposed development area. The soil materials which contain less than 5 percent organics can be reused as structural fill provided the material is moisture conditioned and properly compacted.

Subgrade Preparation

We suggest after site preparation operation is conducted; the entire site should be proofrolled. The proofrolling should be conducted with an adequately loaded vehicle such as a fully-loaded tandem-axle dump truck. The proofrolling should be performed under the observation of the Geotechnical Engineer or representative. Areas excessively deflecting under the proofrolling should be delineated and subsequently addressed by the Geotechnical Engineer. Excessively wet or dry material should either be removed, or moisture conditioned and recompacted as per Fill Placement and Compaction Requirements section.

All exposed areas which will receive fill, once properly cleared and benched where necessary, should be scarified to a minimum depth of 10 inches, and compacted per the

compaction requirements in this report. Compacted structural fill soils should then be placed to the proposed design grade and the moisture content and compaction of subgrade soils should be maintained until foundation or pavement construction.

Excavation

Based on the conditions encountered, we believe heavy-duty equipment, such as a hoe ram, a heavy dozer equipped with a ripper, a rock saw or jack hammer or with rock trenching equipment, will generally be required for earthwork and utility-trench excavations. Controlled blasting (trench excavations) could be required for utility trench excavations in confined areas. The bottom of excavations should be thoroughly cleaned of loose soils and disturbed materials prior to backfill placement and/or construction.

The descriptions provided below are a guide to conditions generally encountered in the region of the project site. Required excavation techniques will vary based on weathering of the materials to be excavated, the fracturing, jointing and overall stratigraphy of the feature. Actual field conditions usually display a gradual weathering progression with poorly defined and uneven boundaries between layers of different materials. We recommend that the following definitions for rock in earthwork excavation be included in bid documents:

Excavation Type	Definition
Mass Excavation	Any material occupying an original volume of more than 1 cubic yard which cannot be excavated with a single-toothed ripper drawn by a crawler tractor having a minimum draw bar pull rating of not less than 80,000 pounds usable pull (Caterpillar D-8 or larger).
Trench Excavation	Any material occupying an original volume of more than 1/2 cubic yard which cannot be excavated with a backhoe having a bucket curling rate of not less than 40,000 pounds, using a rock bucket and rock teeth (a John Deere 790 or larger).

Fill Material Types

Fill required to achieve design grade should be classified as structural fill and general fill. Structural fill is material used below, or within 10 feet of structures, pavements, or constructed slopes. General fill is material used to achieve grade outside of these areas.

Reuse of On-Site Soil: Excavated on-site soil may be re-used as fill. Material property requirements for on-site soil for use as general fill and structural fill are noted in the table below:

Property	General Fill	Structural Fill
Composition	Free of deleterious material	Free of deleterious material
Maximum particle size	6 inches	4 inches
Fines content	Not limited	10% to 50% Passing No. 200 sieve
Plasticity	Not limited	Maximum liquid limit of 35 and maximum plasticity index of 15
GeoModel Layer Expected to be Suitable[1,2]	1,2	1,2

1. Based on subsurface exploration. Actual material suitability should be determined in the field at time of construction.
2. Caliche materials should be crushed into sizes less than 4 inches in maximum dimensions and should meet structural fill requirements before they can be used as structural fill.

Imported Fill Materials: Imported fill materials should meet the following material property requirements. Regardless of its source, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade.

Soil Type [1]	USCS Classification	Acceptable Parameters (for Structural Fill)
Low Plasticity Cohesive	CL, CL-ML	Liquid Limit less than 35 Plasticity index less than 15 25% to 50% retained on No. 200 sieve
Granular	GW, GP, GM, GC, SW, SP, SM, SC	10% to 50% passing No. 200 sieve

1. Structural and general fill should consist of approved materials free of organic matter and debris. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site.

Fill Placement and Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill	General Fill
Maximum Lift Thickness	8 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 inches in loose thickness when hand-guided equipment (i.e., jumping jack or plate compactor) is used	Same as structural fill
Minimum Compaction Requirements [1,2]	At least 95% of the material's maximum dry density in all fill areas.	Same as structural fill
Water Content Range [1]	-2% to +2% of optimum moisture content	As required to achieve min. compaction requirements

1. Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698).
2. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70% relative density (ASTM D 4253 and D 4254).

Utility Trench Backfill

Any soft or unsuitable materials encountered at the bottom of utility trench excavations should be removed and replaced with structural fill or bedding material in accordance with public works specifications for the utility be supported. This recommendation is particularly applicable to utility work requiring grade control and/or in areas where subsequent grade raising could cause settlement in the subgrade supporting the utility. Trench excavation should not be conducted below a downward 1:1 projection from existing foundations without engineering review of shoring requirements and geotechnical observation during construction.

Trench backfills should be mechanically placed and compacted as discussed earlier in this report. Compaction of initial lifts should be accomplished with hand-operated tampers or other lightweight compactors. Where trenches are placed beneath slabs or footings, the backfill should satisfy the gradation and plasticity index requirements of engineered fill discussed in this report. Flooding or jetting for placement and compaction of backfill is not recommended.

Grading and Drainage

Positive drainage should be provided during construction and maintained throughout the life of the development. Infiltration of water into utility trenches or foundation excavations should be prevented during construction. Water retained next to the foundation areas can result in soil movements greater than those discussed in this report. Greater movements can result in unacceptable differential foundation movements. The roof should have gutters/drains with downspouts that discharge onto splash blocks at a distance of at least 10 feet from the building.

In areas where sidewalks or paving do not immediately adjoin structures, we recommend that protective slopes be provided with a minimum grade of approximately 5 percent for at least 10 feet from foundation areas. After foundations construction, final grades should be verified to document effective drainage has been achieved. Grades around the structures should also be periodically inspected and adjusted as necessary as part of the structures' maintenance program. Where paving or flatwork abuts the structure, a maintenance program should be established to effectively seal and maintain joints and prevent surface water infiltration.

Earthwork Construction Considerations

Shallow excavations for the proposed structures are anticipated to be accomplished with heavy duty construction equipment. Upon completion of earthwork, care should be taken to maintain the subgrade water content prior to construction foundations. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over or adjacent to construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted prior to foundation construction.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

Excavations or other activities resulting in ground disturbance have the potential to affect adjoining properties and structures. Our scope of services does not include review of available final grading information or consider potential temporary grading performed

by the contractor for potential effects such as ground movement beyond the project limits. A preconstruction/precondition survey should be conducted to document nearby property/infrastructure prior to any site development activity. Excavation or ground disturbance activities adjacent or near property lines should be monitored or instrumented for potential ground movements that could negatively affect adjoining property and/or structures.

Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer or representative. Monitoring should include documentation of adequate removal of vegetation and topsoil, proof-rolling and mitigation of areas delineated by the proof-roll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 2,500 square feet of compacted fill in the proposed structure areas, and at least one test for every 5,000 square feet of compacted fill in the proposed pavement construction area. One density and water content test should be conducted for every 50 linear feet of compacted utility trench backfill.

In areas of foundation excavations, the bearing subgrade should be evaluated under the direction of the Geotechnical Engineer or representative. In the event that unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

Shallow Foundations

If the site has been prepared in accordance with the requirements noted in Earthwork, the following design parameters are applicable for shallow foundations.

Design Parameters – Compressive Loads

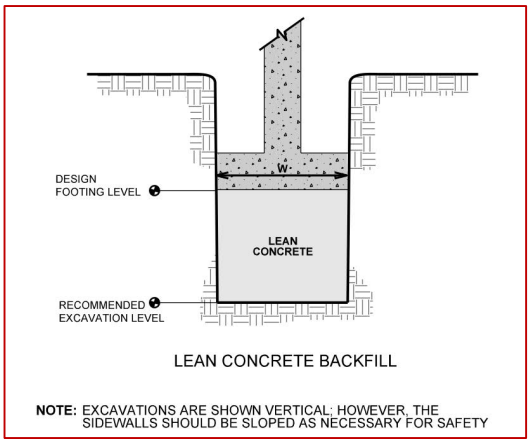
Item	Description
Maximum Net Allowable Bearing Pressure [1, 2]	3,000 psf (footings)
Required Bearing Stratum [3]	GeoModel Layer 1 or 2 or properly compacted structural fill extending to undisturbed native soils)
Minimum Foundation Dimensions	30 inches for spread footings 18 inches for continuous strip footings
Ultimate Passive Resistance[4]	360 pcf
Sliding Resistance [5]	0.35
Minimum Embedment below Finished Grade [6]	24 inches
Estimated Total Settlement from Structural Loads [2]	Less than 1 inch
Estimated Differential Settlement [2, 7]	Less than 1/2 inch

1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. Values assume that exterior grades are no steeper than 20% within 10 feet of structure.
2. Values provided are for the maximum loads noted in Project Description. Additional geotechnical consultation will be necessary if higher loads are anticipated.
3. Unsuitable or soft soils should be over-excavated and replaced per the recommendations presented in Earthwork.
4. Use of passive earth pressures require the sides of the excavation for the spread footing foundation to be nearly vertical and the concrete placed neat against these vertical faces or that the footing forms be removed, and compacted structural fill be placed against the vertical footing face. Assumes no hydrostatic pressure.
5. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials. Frictional resistance for granular materials is dependent on the bearing pressure which may vary due to load combinations. For fine-grained materials, lateral resistance using cohesion should not exceed ½ the dead load.
6. Embedment necessary to minimize the effects of frost and/or seasonal water content variations. For sloping ground, maintain depth below the lowest adjacent exterior grade within 5 horizontal feet of the structure.
7. Differential settlements are noted for equivalent-loaded foundations and bearing elevation as measured over a span of 50 feet.

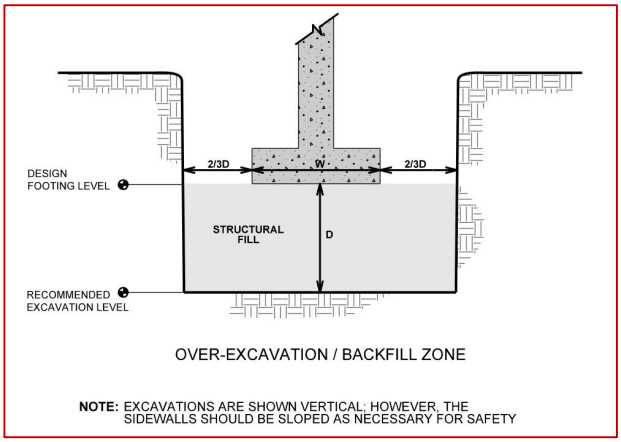
Foundation Construction Considerations

As noted in Earthwork, the footing excavations should be evaluated under the observation of the Geotechnical Engineer. The base of all foundation excavations should be free of water and loose soil, prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Care should be taken to prevent wetting or drying of the bearing materials during construction. Excessively wet or dry material or any loose/disturbed material in the bottom of the footing excavations should be removed/reconditioned before foundation concrete is placed.

If unsuitable bearing soils are observed at the base of the planned footing excavation, the excavation should be extended deeper to suitable soils, and the footings could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The lean concrete replacement zone is illustrated on the sketch below.



Alternatively, over-excavation for structural fill placement below footings should be conducted as shown below. The over-excavation should be backfilled up to the footing base elevation, with suitable fill placed, as recommended in the Earthwork section.



Floor Slabs

Floor Slab Design Parameters

Design parameters for floor slabs assume the requirements for Earthwork have been followed. Specific attention should be given to positive drainage away from the structure and positive drainage of the aggregate base beneath the floor slab.

Item	Description
Floor Slab Support[1]	At least 12 inches of properly compacted native soils or properly compacted caliche materials (sizes less than 4 inches in maximum dimensions and meet structural fill requirement) or properly compacted structural fill as needed to achieve finished pad elevation.
Estimated Modulus of Subgrade Reaction[2]	125 psi/inch for point loading conditions

1. Floor slabs should be structurally independent of building footings or walls to reduce the possibility of floor slab cracking caused by differential movements between the slab and foundation.
2. Modulus of subgrade reaction is an estimated value based upon our experience with the subgrade condition, the requirements noted in Earthwork, and the floor slab support as noted in this table. It is provided for point loads. For large area loads the modulus of subgrade reaction would be lower.

A conventional slab-on-grade system can be used on the project site; no structural slab is necessary because on-site soils are not expansive soils. The use of a vapor retarder should be considered beneath concrete slabs on grade covered with wood, tile, carpet, or other moisture sensitive or impervious coverings, when the project includes humidity-controlled areas, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.

Saw-cut contraction joints should be placed in the slab to help control the location and extent of cracking. For additional recommendations, refer to the ACI Design Manual. Joints or cracks should be sealed with a waterproof, non-extruding compressible compound specifically recommended for heavy duty concrete pavement and wet environments.

Where floor slabs are tied to perimeter walls or turn-down slabs to meet structural or other construction objectives, our experience indicates differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks beyond the length of the structural dowels. The Structural Engineer should account for potential differential settlement through use of sufficient control joints, appropriate reinforcing, or other means.

Floor Slab Construction Considerations

Finished subgrade, within and for at least 5 feet beyond the floor slab, should be protected from traffic, rutting, or other disturbance and maintained in a relatively moist condition until floor slabs are constructed. If the subgrade should become damaged or desiccated prior to construction of floor slabs, the affected material should be removed, and structural fill should be added to replace the resulting excavation. Final conditioning of the finished subgrade should be performed immediately prior to placement of the floor slab support course.

The Geotechnical Engineer or representative should approve the condition of the floor slab subgrades immediately prior to placement of the floor slab support course, reinforcing steel, and concrete. Attention should be paid to high traffic areas that were rutted and disturbed earlier, and to areas where backfilled trenches are located.

Pavements

Pavement – Subgrade Preparation

The natural subgrade should be uniformly compacted to the criteria in section Fill Placement and Compaction Requirements of this report. It should then be protected and maintained in a moist condition until the pavement is placed. Pavement subgrades should be graded to prevent ponding and infiltration of excessive moisture on or adjacent to the pavement subgrade surface.

Site grading is generally accomplished early in the construction phase. However, as construction proceeds, the subgrade may be disturbed due to utility excavations, construction traffic, desiccation, or rainfall. Thus, the pavement subgrade may not be suitable for pavement construction and corrective action will be required. The subgrade should be carefully evaluated at the time of pavement construction for signs of disturbance or excessive rutting. If disturbance has occurred, pavement subgrade areas should be reworked, moisture conditioned, and properly compacted to the recommendations provided in this report immediately prior to paving.

General Pavement Comments

Pavement designs are provided for the traffic conditions and pavement life conditions as noted in Project Description and in the following sections of this report. A critical aspect of pavement performance is site preparation. Pavement designs noted in this section must be applied to the site which has been prepared as recommended in the Earthwork section.

Pavement Design Parameters

A California Bearing Ratio (CBR) of 4 was used for the subgrade for the asphaltic concrete (AC) pavement designs. A modulus of subgrade reaction of 125 pci was used for the portland cement concrete (PCC) pavement designs. The value was empirically derived based upon our experience with the similar subgrade soils and our expectation of the quality of the subgrade as prescribed by the Site Preparation conditions as outlined in Earthwork. A modulus of rupture of 550 psi was used in design for the concrete (based on correlations with a minimum 28-day compressive strength of 4,000 psi).

Pavement Section Thicknesses

The following table provides our opinion of minimum thickness for Asphaltic Concrete (AC) sections:

Asphaltic Concrete Design

Layer	Thickness (inches)		
	Traffic Class I [1]	Traffic Class II [1]	Traffic Class III [1]
AC [2, 3]	1.5	2	2.5
Aggregate Base	8	8	10

1. See Project Description for more specifics regarding traffic assumptions.
2. All materials should meet the Texas Department of Transportation (TXDOT) Standard Specifications for Highway Construction.
   - Asphaltic Surface – Plant mixed, hot laid Type C or D Surface, meeting the master specifications requirements of 2014 TXDOT Standard Specifications Item SS 3224 (2011) and specific criteria for the job mix formula.
   - Asphaltic Base - Crushed limestone base meeting all of the requirements of 2014 TxDOT Item 247, Type A, Grade 1-2.
3. A minimum 1.5-inch surface course should be used on AC pavements.

The following table provides our estimated minimum thickness of Portland Cement Concrete (PCC) pavements.

Portland Cement Concrete Design

Layer	Thickness (inches)		
	Traffic Category A [1]	Traffic Category D [1]	Traffic Category E [1]
PCC [2]	5	6	7
Aggregate Base	4	4	4

1. See Project Description for more specifics regarding traffic classifications.
2. All materials should meet the Texas Department of Transportation (TXDOT) Standard Specifications for Highway Construction.

Areas for parking of heavy vehicles, concentrated turn areas, and start/stop maneuvers could require thicker pavement sections. Edge restraints (i.e., concrete curbs or aggregate shoulders) should be planned along curves and areas of maneuvering vehicles.

Although not required for structural support, a minimum 4-inch-thick base course layer is recommended to help reduce potential for slab curl, shrinkage cracking, and subgrade pumping through joints. Proper joint spacing will also be required to prevent excessive slab curling and shrinkage cracking. Joints should be sealed to prevent entry of foreign material and doweled where necessary for load transfer. PCC pavement details for joint spacing, joint reinforcement, and joint sealing should be prepared in accordance with ACI 330 and ACI 325.

Where practical, we recommend early-entry cutting of crack-control joints in PCC pavements. Cutting of the concrete in its “green” state typically reduces the potential for micro-cracking of the pavements prior to the crack control joints being formed, compared to cutting the joints after the concrete has fully set. Micro-cracking of pavements may lead to crack formation in locations other than the sawed joints, and/or reduction of fatigue life of the pavement.

Openings in pavements, such as decorative landscaped areas, are sources for water infiltration into surrounding pavement systems. Water can collect in the islands and migrate into the surrounding subgrade soils thereby degrading support of the pavement. Islands with raised concrete curbs, irrigated foliage, and low permeability near-surface soils are particular areas of concern. The civil design for the pavements with these conditions should include features to restrict or collect and discharge excess water from the islands. Examples of features are edge drains connected to the stormwater collection system, longitudinal subdrains, or other suitable outlets and impermeable barriers

preventing lateral migration of water such as a cutoff wall installed to a depth below the pavement structure.

Pavement Drainage

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section. Appropriate sub-drainage or connection to a suitable daylight outlet should be provided to remove water from the granular subbase.

Pavement Maintenance

The pavement sections represent minimum recommended thicknesses and, as such, periodic upkeep should be anticipated. Preventive maintenance should be planned and provided for through an on-going pavement management program. Maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Pavement care consists of both localized (e.g., crack, and joint sealing and patching) and global maintenance (e.g., surface sealing). Additional engineering consultation is recommended to determine the type and extent of a cost-effective program. Even with periodic maintenance, some movements and related cracking may still occur, and repairs may be required.

Pavement performance is affected by its surroundings. In addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- Final grade adjacent to paved areas should slope down from the edges at a minimum 2%.
- Subgrade and pavement surfaces should have a minimum 2% slope to promote proper surface drainage.
- Install pavement drainage systems surrounding areas anticipated for frequent wetting.
- Install joint sealant and seal cracks immediately.
- Seal all landscaped areas in or adjacent to pavements to reduce moisture migration to subgrade soils.
- Place compacted, low permeability backfill against the exterior side of curb and gutter.
- Place curb, gutter and/or sidewalk directly on clay subgrade soils rather than on unbound granular base course materials.

General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials, or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly affect excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others.

Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the

nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

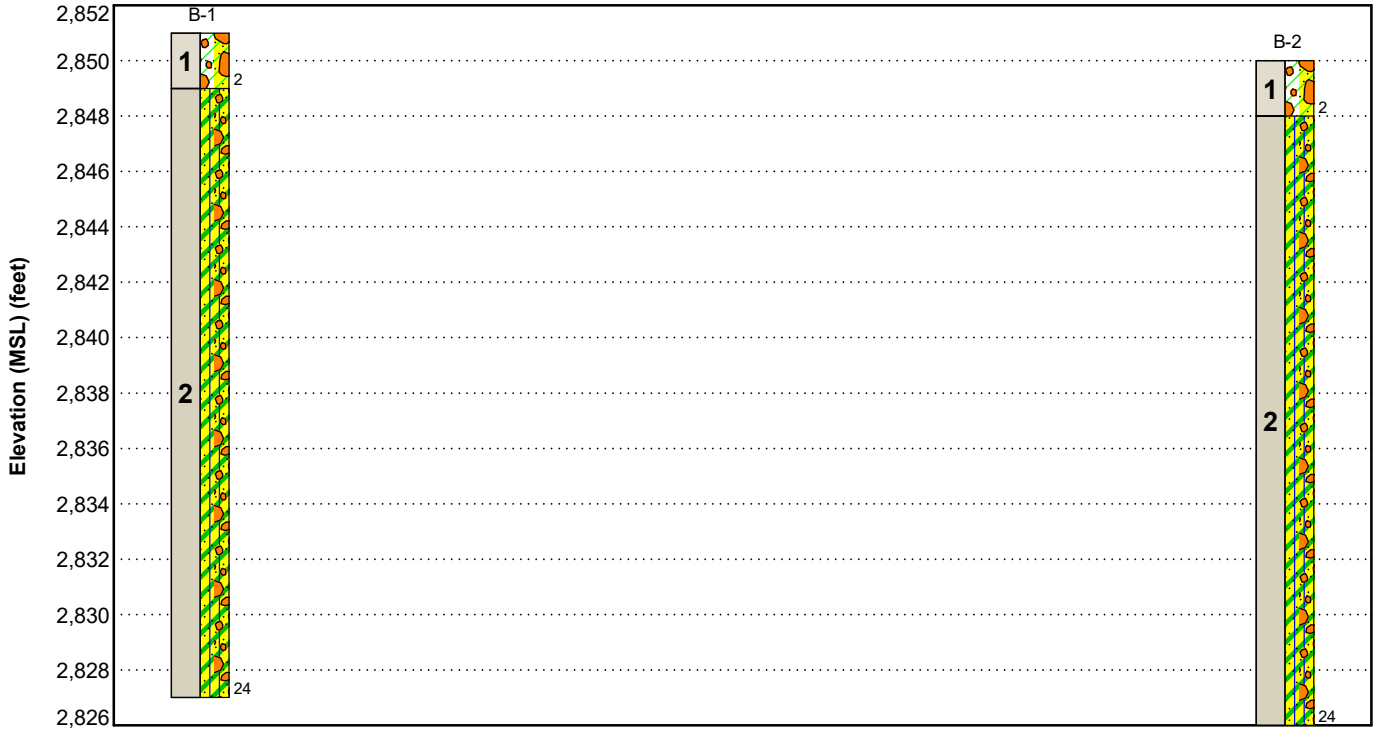
Figures

Contents:

GeoModel

Terracon
10400 State Highway 191
Midland, TX

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	**Sand and Gravel**	Clayey gravel with sand; very dense
2	**Caliche**	Silty clayey sand with gravel; very dense

LEGEND

Clayey Gravel with Sand

Silty Clayey Sand with Gravel

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

Attachments

Exploration and Testing Procedures

Field Exploration

Number of Borings	Boring Depth (feet) [1, 2]	Location
B-1	24	Building Footprint Area
B-2	24	Citizens Collection Station (CCS) Area

1. Below ground surface
2. Borings were terminated at depths of about 1 foot shorter than the planned depths due to very dense caliche materials.

Boring Layout and Elevations: Terracon personnel provided the boring layout. Elevations were estimated at the boring locations using Google Earth Pro. We used handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/- 20 feet. If more precise elevation and boring coordinates are desired, we recommend the borings be surveyed.

Subsurface Exploration Procedures: We advanced the borings with a truck-mounted rotary drill rig using air rotary drilling method. Five samples were obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. For safety purposes, all borings were backfilled with auger cuttings after their completion.

We also observed the boreholes while drilling and at the completion of drilling for the presence of groundwater. Groundwater was not observed at these times in the boreholes.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials observed during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests. The laboratory testing program included the following types of tests:

- Moisture Content
- Dry Unit Weight
- Atterberg Limits

The laboratory testing program often included examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance with the Unified Soil Classification System.

Photography Log



Boring B-1



Boring B-2



Site Picture 1 (Picture taken facing Northeast of the site)



Site Picture 2 (Picture taken facing East of the site)

Site Location and Exploration Plans

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

Facilities | Environmental | Geotechnical | Materials

SITE LOCATION

Midland North CCS ■ Midland County, TX
July 14, 2023 ■ Terracon Project No. A4235100



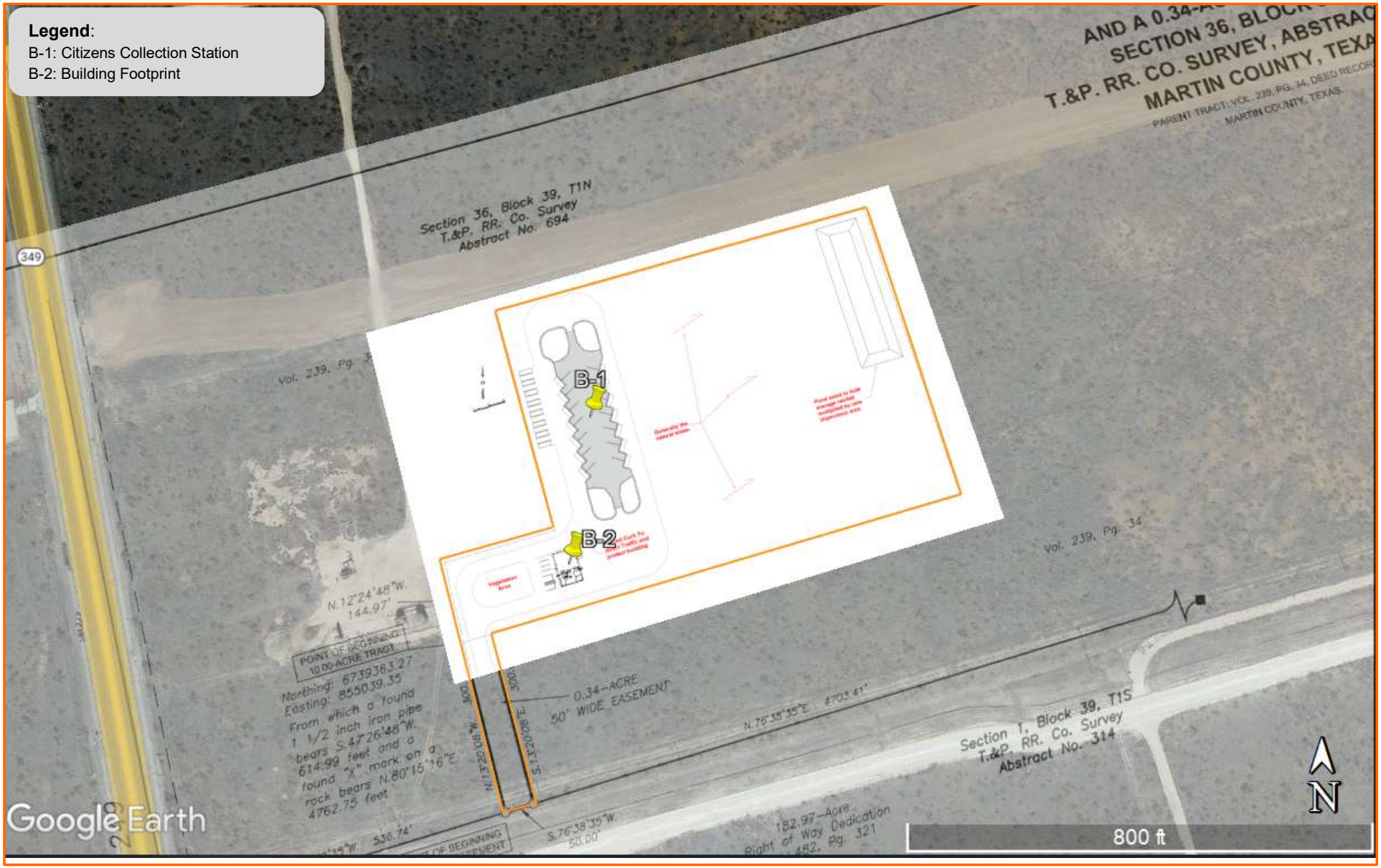
DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS


Legend:
B-1: Citizens Collection Station
B-2: Building Footprint
B-1
B-2
Section 36, Block 39, T1N
T.&P. RR. Co. Survey
Abstract No. 694
349
Vol. 239, Pg. 34
N.12°24'48"W.
144.97'
POINT OF BEGINNING
10.00-ACRE TRACT
Northing: 6739363.27
Easting: 855039.35
From which a found
1 1/2 inch iron pipe
bears S.47°26'48"W.
614.99 feet and a
found "X" mark on a
rock bears N.80°15'16"E
4762.75 feet
0.34-ACRE
50' WIDE EASEMENT
N.76°38'35"E. 4703.41'
S.13°20'08"E.
300.00'
N.13°20'08"W.
300.00'
S.76°38'35"W.
50.00'
536.74'
182.97-Acre
Right of Way Dedication
482, Pg. 321
Section 1, Block 39, T1S
T.&P. RR. Co. Survey
Abstract No. 314
AND A 0.34-A
SECTION 36, BLOCK
T.&P. RR. CO. SURVEY, ABSTRAC
MARTIN COUNTY, TEXA
PARENT TRACT: VOL. 239, PG. 34, DEED RECOR
MARTIN COUNTY, TEXAS
Google Earth
800 ft
N

Exploration and Laboratory Results

Contents:

Boring Logs (2 pages)
Atterberg Limits
Grain Size Distribution

Note: All attachments are one page unless noted above.

Midland North CCS
2.5 Miles North-Northwest of Intersection of US Highway 349 and Occidental Parkway | Midland County, TX
Terracon Project No. A4235100

Terracon
10400 State Highway 191
Midland, TX

Boring Log No. B-1

Location: See Exploration Plan

Latitude: 32.1038° Longitude: -102.0956°

Depth (Ft.) Elevation: 2851 (Ft.) +/-

Model Layer	Graphic Log	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**CLAYEY GRAVEL WITH SAND (GC)**, dark brown, very dense			6-36-50/2"	11.0	33-15-18	19
		2.0 2849						
2		**SILTY CLAYEY SAND WITH GRAVEL, locally called caliche (SC-SM)**, dark brown to tannish white, very dense			50/5"			
					50/3"			
		5			29-50/2"			
					50/2"	1.2	25-18-7	
		10			50/4"			
		15			50/2"			
		20			50/3"			
		24.0 2827						
		Boring Terminated at 24 Feet						

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No groundwater encountered while drilling

Dry at the completion of drilling

Drill Rig
CME-75

Hammer Type
Automatic

Driller
Antonio

Logged by
Eddie S.

Boring Started
06-09-2023

Boring Completed
06-09-2023

Notes
Elevation Reference: Elevation information obtained from Google Earth

Advancement Method
Air rotary

Abandonment Method
Boring backfilled with auger cuttings upon completion.

PACKET 8.95 December 12, 2023

Midland North CCS
2.5 Miles North-Northwest of Intersection of US Highway 349 and Occidental Parkway | Midland County, TX
Terracon Project No. A4235100

Terracon
10400 State Highway 191
Midland, TX

Boring Log No. B-2

Location: See Exploration Plan

Latitude: 32.1031° Longitude: -102.0957°

Depth (Ft.) | Elevation: 2850 (Ft.) +/-

Model Layer	Graphic Log	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**CLAYEY GRAVEL WITH SAND (GC)**, dark brown, very dense			13-28-50/3"			
		2.0 / 2848						
2		**SILTY CLAYEY SAND WITH GRAVEL, locally called caliche (SC-SM)**, dark brown to tannish white, very dense			50/4"			
					50/3"			
		5			50/4"			
					50/2"			
		10						
					50/3"			
		15						
					50/2"	1.3	25-18-7	
		20						
		24.0 / 2826			50/2"			
		Boring Terminated at 24 Feet						

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No groundwater encountered while drilling

Dry at the completion of drilling

Drill Rig
CME-75

Hammer Type
Automatic

Driller
Antonio

Logged by
Eddie S.

Boring Started
06-09-2023

Boring Completed
06-09-2023

Notes
Elevation Reference: Elevation information obtained from Google Earth

Advancement Method
Air rotary

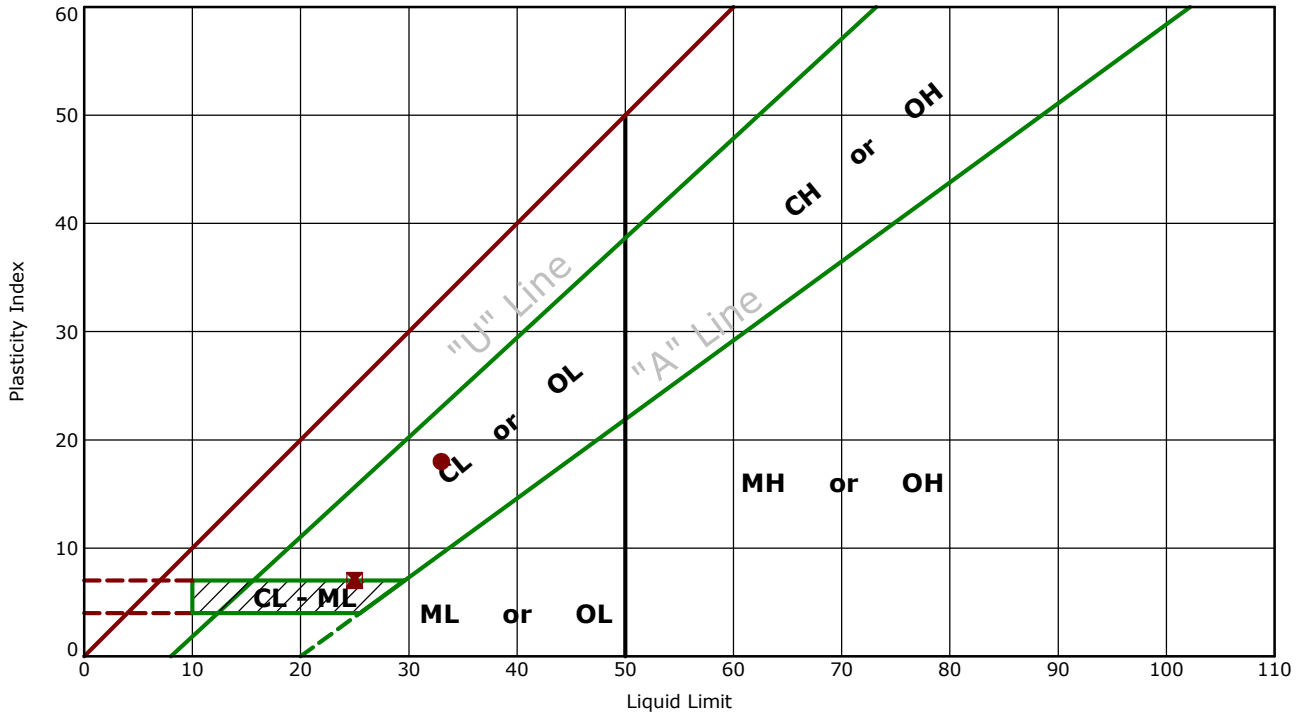
Abandonment Method
Boring backfilled with auger cuttings upon completion.

PACKET 8.96 December 12, 2023

Terracon
10400 State Highway 191
Midland, TX

Atterberg Limit Results

ASTM D4318



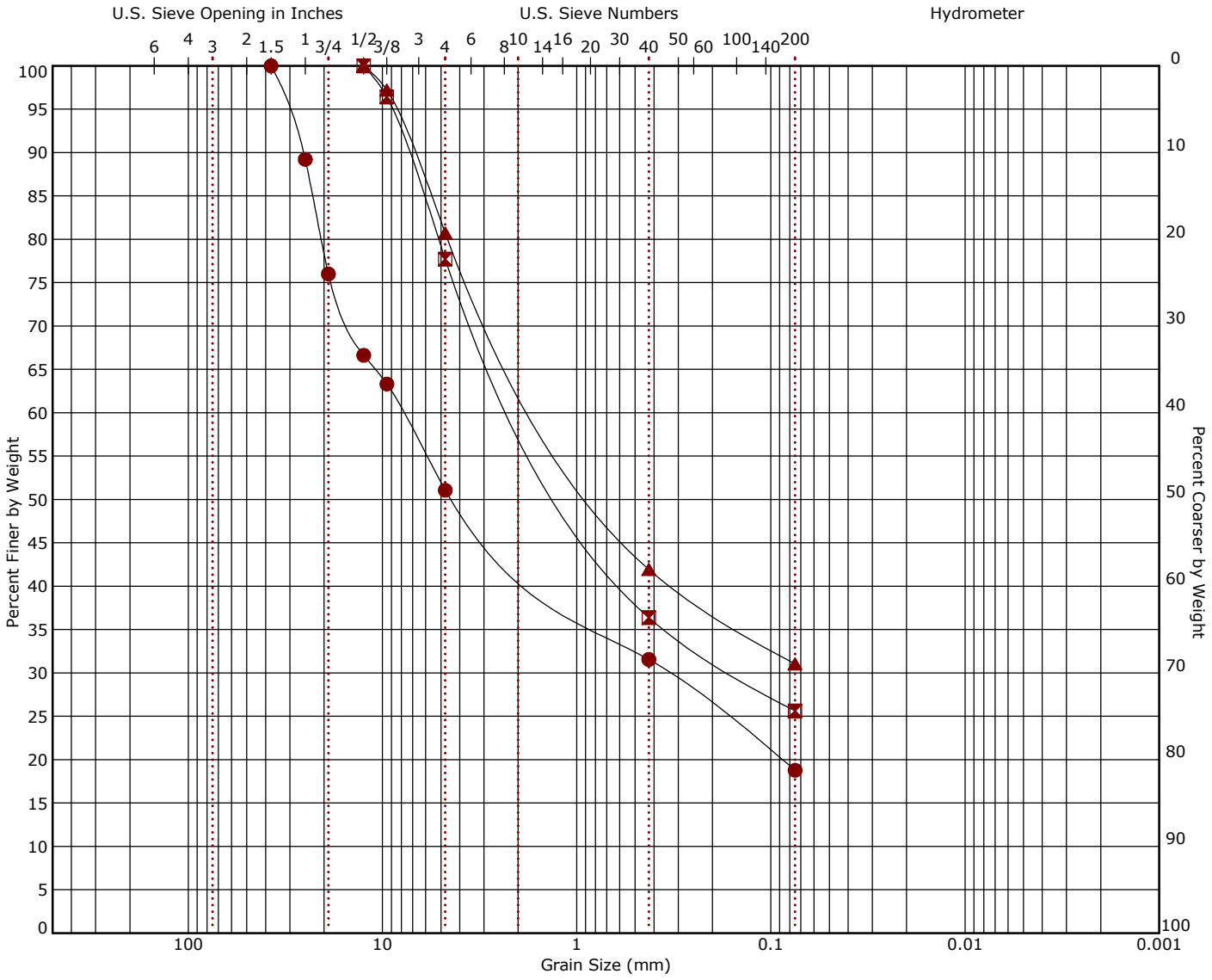
	Boring ID	Depth (Ft)	LL	PL	PI	Fines	USCS	Description
●	B-1	0 - 1.2	33	15	18	18.8	GC	CLAYEY GRAVEL with SAND
⊠	B-1	8.5 - 8.7	25	18	7		SC-SM	SILTY, CLAYEY SAND with GRAVEL
▲	B-2	18.5 - 18.7	25	18	7		SC-SM	SILTY, CLAYEY SAND with GRAVEL

Laboratory tests are not valid if separated from original report.
Facilities | Environmental | Geotechnical | Materials

Terracon
10400 State Highway 191
Midland, TX

Grain Size Distribution

ASTM D422 / ASTM C136



Cobbles	Gravel		Sand			Silt or Clay
	coarse	fine	coarse	medium	fine	

	Boring ID	Depth (Ft)	Description		LL	PL	PI	Cc	Cu
●	B-1	0 - 1.2	CLAYEY GRAVEL with SAND		33	15	18		
⊠	B-1	8.5 - 8.7	SILTY, CLAYEY SAND with GRAVEL		25	18	7		
▲	B-2	18.5 - 18.7	SILTY, CLAYEY SAND with GRAVEL		25	18	7		

	Boring ID	Depth (Ft)	D_{100}	D_{60}	D_{30}	D_{10}	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
●	B-1	0 - 1.2	37.5	7.874	0.344		0.0	48.9	32.3	18.8		
⊠	B-1	8.5 - 8.7	12.5	1.688	0.152		0.0	22.3	52.1			
▲	B-2	18.5 - 18.7	12.5	1.308			0.0	19.3	49.7			

Laboratory tests are not valid if separated from original report.
Facilities | Environmental | Geotechnical | Materials

Supporting Information

Contents:

General Notes
Unified Soil Classification System

Note: All attachments are one page unless noted above.

Terracon
10400 State Highway 191
Midland, TX

General Notes

Sampling	Water Level	Field Tests
Standard Penetration Test	Water Initially Encountered Water Level After a Specified Period of Time Water Level After a Specified Period of Time Cave In Encountered Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

Descriptive Soil Classification

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

Location And Elevation Notes

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

Strength Terms

Relative Density of Coarse-Grained Soils
(More than 50% retained on No. 200 sieve.)
Density determined by Standard Penetration Resistance

Relative Density	Standard Penetration or N-Value (Blows/Ft.)
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 50
Very Dense	> 50

Consistency of Fine-Grained Soils
(50% or more passing the No. 200 sieve.)
Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance

Consistency	Unconfined Compressive Strength Qu (tsf)	Standard Penetration or N-Value (Blows/Ft.)
Very Soft	less than 0.25	0 - 1
Soft	0.25 to 0.50	2 - 4
Medium Stiff	0.50 to 1.00	4 - 8
Stiff	1.00 to 2.00	8 - 15
Very Stiff	2.00 to 4.00	15 - 30
Hard	> 4.00	> 30

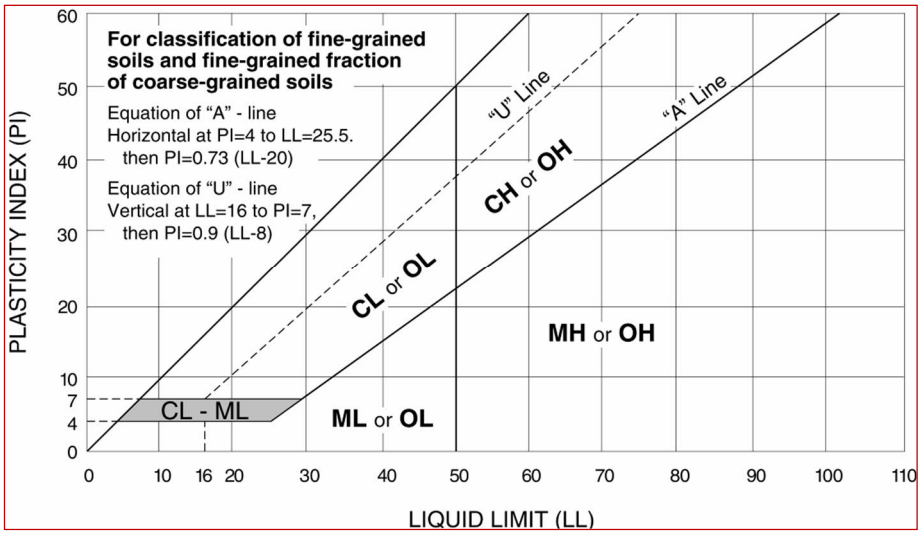
Relevance of Exploration and Laboratory Test Results

Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A]				Soil Classification	
				Group Symbol	Group Name [B]
Coarse-Grained Soils: More than 50% retained on No. 4 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines [C]	Cu≥4 and 1≤Cc≤3 [E]	GW	Well-graded gravel [F]
			Cu<4 and/or [Cc<1 or Cc>3.0] [E]	GP	Poorly graded gravel [F]
		Gravels with Fines: More than 12% fines [C]	Fines classify as ML or MH	GM	Silty gravel [F, G, H]
			Fines classify as CL or CH	GC	Clayey gravel [F, G, H]
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines [D]	Cu≥6 and 1≤Cc≤3 [E]	SW	Well-graded sand [I]
			Cu<6 and/or [Cc<1 or Cc>3.0] [E]	SP	Poorly graded sand [I]
		Sands with Fines: More than 12% fines [D]	Fines classify as ML or MH	SM	Silty sand [G, H, I]
			Fines classify as CL or CH	SC	Clayey sand [G, H, I]
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	PI > 7 and plots above "A" line [J]	CL	Lean clay [K, L, M]
			PI < 4 or plots below "A" line [J]	ML	Silt [K, L, M]
		Organic:	$\frac{LL\ oven\ dried}{LL\ not\ dried} < 0.75$	OL	Organic clay [K, L, M, N]
					Organic silt [K, L, M, O]
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay [K, L, M]
			PI plots below "A" line	MH	Elastic silt [K, L, M]
		Organic:	$\frac{LL\ oven\ dried}{LL\ not\ dried} < 0.75$	OH	Organic clay [K, L, M, P]
					Organic silt [K, L, M, Q]
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat

[A] Based on the material passing the 3-inch (75-mm) sieve.
[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.
[E] $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
[F] If soil contains ≥ 15% sand, add "with sand" to group name.
[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.
[H] If fines are organic, add "with organic fines" to group name.
[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.
[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
[N] PI ≥ 4 and plots on or above "A" line.
[O] PI < 4 or plots below "A" line.
[P] PI plots on or above "A" line.
[Q] PI plots below "A" line.



DOCUMENT 00 42 00 - PROPOSAL FORM

Date: _____ 20___

City of Midland
300 North Loraine Street
Midland, Texas 79701

City Secretary:

The undersigned, having carefully examined the specifications, drawings, and related documents entitled:

WEST AND NORTH CITIZENS' COLLECTION STATIONS
MIDLAND, TEXAS

all as prepared by Parkhill 1700 West Wall Street, Suite 100, Midland, Texas 79701; 432.697.1447, as well as having attended a pre-proposal conference and made an on-site inspection of the premises and all other conditions affecting the cost and/or execution of the Work, proposes to furnish all materials, labor, and equipment necessary to complete the Work in accordance with said documents, of which this bid is a part, for the following sum:

I. ALTERNATE #1 PROPOSAL:_____

_____Dollars ($_____)

II. ALTERNATE #2 PROPOSAL:_____

_____Dollars ($_____)

TOTAL PROPOSAL INCLUDING BOTH ALTERNATES AS ONE PROJECT:

_____Dollars ($_____)

(**Note:** All amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern. For alternates, check whether it is an add, deduct or no change.)

We have included, in the Proposal sum, all applicable taxes and all material and contingency allowances described in Section 01 20 00 "Price and Payment Procedures."

The undersigned acknowledges receipt of ___addenda to the Drawings and Project Manual as follows:

No.	Date	No.	Date	No.	Date
No.	Date	No.	Date	No.	Date

(The Proposer is to fill in I.D. Number and date of each thereby acknowledging receipt of Addenda).
If awarded the contract, the undersigned agrees to commence work under this contract on or before

a date to be specified in Written Notice to Proceed, and to substantially complete the project within _____ calendar days from said commencement date, unless modified in change order.

Proposer agrees to pay the Owner $500.00 per day, as liquidated damages, for each day the Substantial Completion of this Project extends beyond the stipulated Substantial Completion date.

If notified of the acceptance of this bid within 60 days of the time set for the opening of proposals, Proposer agrees within 10 days of notification, to execute a contract in the form provided by the City of Midland for the above Work, for the above stated compensation.

PROPOSAL SECURITY, as defined in the Request For Proposals and Instructions to Proposers, which the Undersigned agrees to disposition of, is attached to this Proposal.

Upon acceptance of this Proposal by Owner, Contractor shall furnish, at the time of the signing of the contract, a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100 percent of the Contract Price. Surety shall meet requirements specified in the Owner/Contractor Agreement.

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive all formalities in accordance with State law.

ATTACHMENTS

In accordance with Instructions to Proposers, complete the attached forms and submit with the Proposal Form.

Appendix A – List of Subcontractors: Include names of all subcontractors and portions of the Work each subcontractor will perform.

Appendix B – Resident Bidder Certification.

Respectfully Submitted,

By:_____

Title:_____

Business Address with Zip Code

(SEAL: If Proposal is by Corporation)

_____

_____

_____

Telephone Number with Area Code _____

Fill in the applicable information:

A Corporation, chartered in the State of _____.

Authorized to do business in the State of Texas.

A Partnership, composed of _____, and _____, and _____.

An Individual operating under the name of _____ _____.

Corporate Seal:

END PROPOSAL FORM

DOCUMENT 00 43 00 - PROCUREMENT FORM SUPPLEMENTS

To: City of Midland

Project: West and North Citizens' Collection Stations

Date: _____

Submitted by: _____
(full name)

(full address) _____

_____

In accordance with Instructions to Proposers and the - Proposal Form, we include the following Appendices listed below. The information provided shall be considered an integral part of the Proposal Form.
The following Appendices are attached to this document:

Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

Appendix B - Resident Bidder Certification.

PROPOSAL FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

.....
(Proposer - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

APPENDIX A - LIST OF SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS

Herewith is the list of subcontractors and major material suppliers referenced in the proposal submitted by:

Proposer) _____

To (Owner) City of Midland

Dated _____ and which is an integral part of the Proposal Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT/MATERIAL SUPPLIER	NAME

APPENDIX B - RESIDENT BIDDER CERTIFICATION

RESIDENT BIDDER CERTIFICATION

In order for the proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

As defined by Texas Government Code Section 2252.01 et seq., a "nonresident bidder" means a bidder whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a "resident bidder":

Signature: _____ Date: _____

If you qualify as a "nonresident bidder," you must furnish the following information:
What is your resident state? (The state your principal place of business is located.)

City: _____ State: _____ Zip: _____

Company Name: _____ Address: _____

(A) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is in the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located. YES_____ NO_____

(B) What is the amount or percentage? _____%

I certify that the above information is correct.

_____

Typed Name/Position Company Name

END OF DOCUMENT

PACKET 8.107 December 12, 2023

SECTION 00 52 00 – AGREEMENT FORM

PART 1 - GENERAL

1.1 APPLICABLE DOCUMENT

A. The Agreement for the Work will be written on the Owner provided form and that follows Section 00 80 10 "Owner Documents."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used

END OF SECTION

DOCUMENT 00 54 10 - WEATHER TABLE
(MIDLAND, TX)

The number of calendar days indicated on Document 00 11 20 "Request for Proposals" is the contract time allowed to complete the project from Notice to Proceed to Substantial Completion, taking into account the normal weather occurrence as shown in the Table below. Weather occurrences exceeding those listed in the table will be taken into consideration when evaluating a request for extension in contract time.

MONTH	MEAN NUMBER DAYS PRECIPITATION (0.01" OR MORE)	NORMAL PRECIPITATION (WATER EQUIVALENT) (INCHES)	MEAN NUMBER DAYS SNOWFALL (INCLUDING ICE PELLETS/SLEET) (1.0" OR MORE)	AVERAGE NUMBER OF DAYS THAT MIN. TEMP IS < 40
JANUARY	2.8	1.28	0	25.6
FEBRUARY	2.6	1.02	0.2	16.8
MARCH	4	1.95	0	4.8
APRIL	3	1.42	0	2
MAY	4.6	2.00	0	0
JUNE	5.2	2.01	0	0
JULY	4	1.47	0	0
AUGUST	5.6	2.06	0	0
SEPTEMBER	6.6	2.38	0	0
OCTOBER	3.8	1.58	0	3.4
NOVEMBER	2	0.89	0	8.6
DECEMBER	3.6	1.16	0	19.8
ANNUALLY	42.5	15.68	1.9	107.4

This table is based on information from NOAA and measured at the Midland International Airport, Midland, Texas.

Means, normals and averages are based on records covering a period of 5 years from 2016-2020.

PACKET
8.109
December 12, 2023

SECTION 00 80 10 – OWNER DOCUMENTS

PART 1 - GENERAL

1.1 APPLICABLE DOCUMENT

A. Owner provided documents are as indicated below and that follows this Section.

1. Notice to Bidders.
2. Bid Bond.
3. Contract.
4. Exhibit C- Bonding Requirements.
5. Performance Bond.
6. Payment Bond.
7. Exhibit D- Building Wage Rate.
8. Exhibit D- Heavy & Highway Wage Rate.
9. Conflict of Interest Reporting Requirements.
10. Conflict of Interest Questionnaire.
11. Affidavit of Eligibility.
12. General Conditions of Bidding.
13. Standard Purchase Terms and Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

NOTICE TO BIDDERS

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

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

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

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

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

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

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

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

_____

_____

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

_____DOLLARS

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

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

_____.

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____day of_____, 20____.

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

THE CITY OF MIDLAND

CONTRACT

Contract No.

THIS CONTRACT, effective the____day of_____, 20_, by and between the City of Midland, hereinafter referred to as "CITY", and_____, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $_____DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for_ in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C ..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean_____or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by

the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR**

EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR**

CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

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

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

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

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

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified

in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages 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 COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third party beneficiary or other rights hereunder.

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

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

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

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.,* as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.,* as amended.

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By:_____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of_____, 20_.

_____

Notary Public, State of _____

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____day of_____, 20___.

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27	0.00

IRONWORKER, STRUCTURAL.....$ 22.16 5.26

LABORER: Common or General.....$ 11.80 0.00

LABORER: Mason Tender - Brick……$ 11.38 0.00

LABORER: Mason Tender -

Cement/Concrete.....$ 10.58 0.00

LABORER: Pipelayer.....$ 12.49 2.13

LABORER: Roof Tearoff.....$ 11.28 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....$ 14.25 0.00

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....$ 13.93 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 0.00

OPERATOR: Grader/Blade.....$ 13.37 0.00

OPERATOR: Loader.....$ 13.55 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt,

Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 0.00

SHEET METAL WORKER (HVAC Duct

Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes

HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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: _____

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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

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

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

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

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

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

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

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

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

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

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

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

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

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

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

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

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

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work covered by Contract Documents.
   2. Contractor's use of Site and premises.
   3. Permits.
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Identification: West and North Citizens' Collection Stations.
B. Location: Midland, Texas.
C. Owner: City of Midland.
D. Work consists of construction of two citizen collection station facilities. Facility construction includes HMAC and concrete roadways, cast-in-place retaining wall, concrete paved parking lot, electrical services, light poles, and building construction. Building construction includes erection of prefabricated metal building, HVAC, plumbing, electrical, and interior finish.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site:
   1. Owner occupancy.
   2. Work by others.
B. Construction Operations: Limited to areas noted on Drawings.
C. Time Restrictions for Performing Work:
   1. 7:00 a.m. to 7:00 p.m. Monday through Friday.
D. Utility Outages and Shutdowns:
   1. Coordinate and schedule utility outages/shutdown.
   2. Allowed only as preiously agreed upon.
   3. Schedule at least 1 week before outage/shutdown.
   4. Submit early request of outage/shutdown to Engineer itemizing dates, times, and durations.

1.4 PERMITS

A. Furnish all necessary permits for construction of Work including:
   1. Building permit.
   2. Stormwater permit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Material allowances.
   2. Contingency allowance.
   3. Inspection and testing allowances.
   4. Schedule of Values.
   5. Application for Payment.
   6. Change Procedures.
   7. Alternates.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.
   3. Section 01 33 00 "Submittal Procedures" for Schedule of Values.
   4. Section 01 60 00 "Product Requirements" for product substitutions.

1.2 MATERIAL ALLOWANCES

A. Costs Included in Material Allowances: Cost of product (materials and equipment) to Contractor or subcontractor, less applicable trade discounts, delivery to Site, and applicable taxes.

B. Costs Not Included in Material Allowance, but Included in Contract Sum/Price: Handling at Site, including unloading, uncrating, and storage; protection of products from elements and from damage, labor, payroll (including taxes, benefits, pensions, insurance, and other employee wage costs), installation and finishing costs, bonds, project insurance (workers comp, auto, general liability, builders risk, and other insurance required by the Owner/Contractor agreement), overhead, profit, and other expenses contemplated for stated allowance amounts.

C. Engineer Responsibilities:
   1. Consult with Contractor in consideration and selection of product, suppliers.
   2. Select products in consultation with Owner and transmit decision to Contractor.
   3. Prepare Change Order.

D. Contractor Responsibilities:
   1. Assist Engineer in selection of product and suppliers.
   2. Obtain proposals from suppliers and offer recommendations.
   3. On notification of selection by Engineer, execute purchase agreement with designated supplier.
   4. Arrange for and process Shop Drawings, product data, and samples. Arrange for delivery.
   5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Funds will be drawn from Cash Allowances only by Change Order.

F. At closeout of Contract, funds remaining in Cash Allowances will be credited to Owner by Change Order.

1.3 CONTINGENCY ALLOWANCE

A. Include stipulated sum of $300,000.00 for use upon Owner's instruction.
B. Costs Included in Contingency Allowance: Contractor's costs for products, equipment, delivery, installation, labor, payroll (including taxes, benefits, pensions, insurance, and other employee wage costs), applicable taxes, and equipment rental; handling at Site, including unloading, uncrating, and storage; protection of products from elements and from damage; finishing costs.
C. Costs Not Included in Contingency Allowance, but Included in Contract Sum/Price: Bonds, project insurance (workers comp, auto, general liability, builders risk, and other insurances required by the Owner/Contractor agreement), overhead, profit, and other expenses contemplated for stated allowance amounts.
D. Funds will be drawn from Contingency Allowance only by Change Order.
E. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.4 INSPECTION AND TESTING ALLOWANCES

A. Costs Included in Allowances:
   1. Engaging an inspection/testing firm,
   2. Execute inspection/tests, and
   3. Report results.
B. Costs Not Included in Allowance but Included in Contract Price:
   1. Incidental labor and facilities required to assist inspection or testing firm.
   2. Costs of testing laboratory services required by Contractor separate from Contract Document requirements.
   3. Costs of retesting upon failure of previous tests as determined by Engineer.
C. Payment Procedures:
   1. Submit inspection or testing firm's invoice with next application for payment.
   2. Pay invoice upon Engineer approval.
D. Inspection and Testing Allowances: Include stipulated sum of $30,000.00 for payment of testing laboratory services.
E. Funds will be drawn from Inspection and Testing Allowances only by Change Order.
F. At Contract closeout, funds remaining in Inspection and Testing Allowances will be credited to Owner by Change Order.

1.5 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
B. Submit Schedule of Values within 15 days after date established in Notice to Proceedor of Owner-Contractor Agreement.

C. Format: Utilize Table of Contents (TOC) of this Project Manual. Identify each line item with number and title of major Specifications , separating labor and material for each line item. Identify Site mobilization, general conditions, testing, bonds, and insurance as separate line items.
D. Include in each line item amount of Allowances specified in this Section.
E. Include separately from each line item, a directly proportional amount of Contractor's overhead and profit.

F. Revise schedule to list approved Change Orders with each Application For Payment.

1.6 APPLICATIONS FOR PAYMENT

A. Submit notarized application on AIA Form G702 - Application and Certification for payment and AIA G703 - Continuation Sheet.
B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
C. Deposits on Material, Equipment, or Products:
   1. Material/Equipment Deposits: Owner will not pay for deposits for material, equipment or products that may be required of the Contractor in order to start the fabrication process of Work that will eventually be incorporated into the Project, but are not actually on the Project site. All material, equipment, or products must be on the Project site and properly stored before the Owner will make payment to the Contractor.
   2. The Owner will make payment for materials, equipment, or products that are properly delivered and stored on the Project site for subsequent incorporation into the Project as authorized in the Owner/Contractor Agreement.
   3. Owner may consider payment of materials, equipment, or products that are properly stored, secured, and insured in a third party warehouse within a 50 mile radius of the Project site that are in accordance with the requirements and authorized in the Owner/Contractor Agreement.
D. Payment Period: As defined in Owner-Contractor agreement.
E. Complete Application for Payment includes one copy of waiver of liens from each subconstractor, Construction progress schedule, and submittal schedule, all required to process Application for Payment.

1.7 CHANGE PROCEDURES

A. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time as authorized by Owner/Contractor Agreement by issuing Engineer's supplemental instructions AIA Form G710.
B. Engineer may issue a Construction Change Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing change. Contractor will prepare and submit proposed change in Contractor Price and/or Time within 7 days.
C. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change, and its full effect on Work. Include a statement describing reason for change, effect on Contract Sum/Price and Time, and subcontractor with full documentation. Documt requested substitution in accordance with Section 01 60 00 "Product Requirements."
D. Stipulated Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request as recommended by Engineer and accepted by Owner and Contractor.
E. Unit Price Change Order: For Contract unit prices and quantities, Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units not predetermined, execute Work under Construction Change Directive as recommended by Engineer and accepted by Owner and Contractor. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

F. Construction Change Directive: Engineer may issue directive on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in Work, for subsequent inclusion in Change Order. Document will describe changes in Work and designate method of determining any change in Contract Price or Time. Promptly execute change.

G. Time and Material Change Order:
   1. Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract.
   2. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
   3. Maintain detailed records of work done on Time and Material basis.
   4. Provide full information required for evaluation of proposd changes, and to substantiate costs for changes in Work.

H. Change Order Forms: AIA G701 Change Order.

I. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

J. Change Order: Furnish an itemized breakdown, in form acceptable to Engineer, of costs and supporting information included, but not limited to, quantities and material prices, tier subcontracted work performed at labor rates, employer payments, and rental rates. Itemize breakdown detail shall be same for subcontractor work. Provide complete supporting information for profit and overhead or markups used when requested. Consider the following items a part of overhead or Constractor's and subcontractor's mark-up and do not include as separate cost item: Labor for superintendents, assistant superintendents, home office personnel, timekeepers, and maintenance mechanics at any level of contracting; individual pieces of equipment, hand tools, or instruments having a new value of $500.00 or less, whether or not consumed by use; on-site and main offices; modification to record Contract Documents; nor guarantee period costs.

1.8 ALTERNATES

A. Alternates quoted on Proposal Form will be reviewed or rejected by Owner. Accepted Alternates are identified in Owner/Contractor Agreement.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates:
   1. Alternate No. 1: West Citizens' Collection Station.
   2. Alternate No. 2: North Citizens' Collection Station.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 00 26 00 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
   3. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSI Substitution Request Form 1.5C.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected Work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than 1 contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project Information Management.
   2. Coordination.
   3. Preconstruction meeting.
   4. Electronic drawing file (digital data) request.
   5. Request for information.
   6. Progress meetings.
   7. Preinstallation meetings.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

A. Project Website:
   1. Use Newforma Info Exchange at https://projects.team-psc.com/UserWeb/Login to send and receive Project information.
   2. Contact Engineer to set up user name and password information.
   3. If Project is not listed when logged in, contact Engineer to add Project to your account.

B. Project information includes, but is not limited to:
   1. Product Submittals.
   2. Requests for Information (RFI).
   3. Applications for Payment.
   4. Schedules.
   5. Construction Change Requests (CCRs).
   6. Closeout Documents.
   7. Construction Document Files.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing such equipment in service.

C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.

D. In finished building areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements as applicable.

E. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
F. After Owner occupancy of premises, coordinate access to site with Owner for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.

1.4 PRECONSTRUCTION MEETING

A. Engineer will schedule a meeting after Notice to Proceed.
B. Attendance Required:
   1. Owner.
   2. Engineer.
   3. Contractor.
   4. Major subcontractors.
C. Agenda:
   1. Distribute Contract Documents.
   2. Submit lists of subcontractors and products, Schedule of Values, submittal schedule, and progress schedule.
   3. Designate personnel representing each party in Contract and Engineer.
   4. Procedures and processing field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, Request for Information (RFI), and Contract closeout procedures.
   5. Review Notice to Proceed and Substantial/Final Completion Dates.
   6. Workmen's identification and background checks.
   7. Stormwater Pollution and Prevention Plan (SWPPP) if necessary.
   8. Scheduling:
      a. Use of premises by Owner and Contractor.
      b. Owner's requirements.
      c. Construction facilities and controls provided by Owner.
      d. Temporary utilities provided by Owner.
      e. Security and housekeeping procedures.
      f. Construction progress meetings.
      g. Procedures for testing.
      h. Procedures for maintaining record documents.
      i. Requirements for start-up of equipment.
      j. Inspection and acceptance of equipment put into service during construction.
   9. Scheduling activities of Construction Material Testing lab.
D. Engineer shall record minutes and distribute copies to participants.

1.5 ELECTRONIC DRAWING FILE (DIGITAL DATA) REQUEST

A. During Procurement Phase:
   1. Bidders and Proposers may purchase a Digital Data file. Digital Data file will be provided in software release currently used by Engineer. File will be provided via Engineer’s Project website.
   2. AutoCAD Drawing files (.dwg) are available for purchase from Engineer upon request. Cost of files are indicated below plus applicable tax.
      a. 1 – 3 Sheets: $100.00 per sheet.
      b. 4 – 6 Sheets: $400.00 flat fee.
      c. 7 – 9 Sheets: $500.00 flat fee.

3. Revit® BIM Model files (.rvt) are available for purchase from Engineer upon request. Cost of model files are $150.00 for each model plus applicable tax. All details, detail annotation, and reference are omitted and not part of the Model file.
4. Prior to delivery of file(s), purchaser shall sign a Digital Data Licensing Agreement. Payment for Digital Data file(s) shall occur upon delivery of file to purchaser.
5. Digital Data file(s) shall be used only for preparing Bids and Proposals required by this Project not used in any other form in whole or in part.

B. Upon Award of Contract:
1. At pre-construction meeting, Contractor shall bring the executed Digital Data Licensing Agreement (AIA C106-2013) at the end of this Section for release of electronic files. Upon Contractor submitting the executed Agreement to Engineer, Engineer will provide Contractor one electronic copy of the Revit® BIM Model file(s), AutoCAD (.dwg file(s), when Revit® BIM Model file is not available, and Portable Document Format (.pdf) file(s) at no charge within five working days. Note that CAD files associated with the Work can be accessed and exported from the Revit® BIM Model provided to Contractor through Revit® software; therefore, Engineer will not provide individual CAD files. Files and Formats to be as followed:
    a. Civil Overall master file in AutoCAD format.
        1) Overall Site Plan with utility and grading information.
        2) All details, detail annotation, and references are omitted and not part of the AutoCAD file.
    b. Landscape: Overall master file in AutoCAD format.
        1) Overall Site Plan with grading, flatwork, irrigation, and planting plans.
        2) All details, detail annotation, and references are omitted and not part of the AutoCAD file.
    c. Structural: Revit® BIM Model and associated working plans views.
        1) Overall Site Plan with utility and grading information.
        2) All details, detail annotation, and reference are omitted and not part of the AutoCAD file.
    d. Architectural/Interior: Revit® BIM Model and associated working plan views.
        1) Plan views contain overall and enlarged section plan view set-up of floor plans, floor patterns, reflected ceilings, and roof plans only. All plan views contain grids, dimensions, room names, and general annotation.
        2) Reflected Ceiling Plans contain ceilings grids and types only. Lighting and mechanical are provided as part of the MEP Model.
        3) Roof Plans contain grids and general annotation only. Mechanical is provided as part of the MEP Model.
        4) Interior and exterior elevations and schedules.
        5) Finish plans and finish schedules.
        6) All details, details annotation, and references are omitted and not part of the model life.
    e. Mechanical, Electrical, and Plumbing: Revit® BIM Model and associated working plan views.
        1) Plan views contain overall and enlarged plan section view set-up of mechanical, electrical lighting, electrical power, and plumbing plans only.
        2) All details, detail annotation, and references are omitted and not part of the model file.
    f. Other Disciplines: Revit® BIM Model and associated working plan views.

1) Plan views contain overall and enlarged plan section view set-up showing all device locations and general annotation.
2) All details, detail annotation and references are omitted and not part of the model file
3) The Revit All details, detail annotation, and references are omitted and not part of the model file.

2. Revit® BIM Model file provided to Contractor is NOT FOR CONSTRUCTION PURPOSES, but convenience only. This BIM Model will consist of the original model utilized for base bid. It is Contractor responsibility to coordinate all accepted alternated, addenda, RFI, Proposal Request, and any other changes realized during procurement and construction phases. Engineer will not provide up-to-date Contract Documents or update BIM Models to Contractor unless otherwise stated within the Owner/Engineer Agreement.
3. Conformed Construction Documents: If required by Owner/Engineer Agreement, they will be provided in PDF. Conformed Construction Documents are Drawings and Specifications modified to include any Addenda issued before execution of the Contract.
   a. To the extent Conformed Construction Documents are provided to Contractor, the following provisions shall apply:
      1) Conformed Construction Documents, and related information contained therein, are provided for Contractor's convenience only and does not relieve Contractor from Contract Document requirements. Specifically, to the extent that any discrepancy or conflict exist between Issue for Bid documents, including any Addenda issued prior to execution of Contact or Modifications issued after execution of Contact on the one hand, and Conformed Construction Documents on the other; Issue for Bid documents Addenda, and Modifications shall control unless otherwise specified in writing by Engineer.
      2) Contractor shall not use such Drawings, documents, or other data, in whole or in part, for any purpose or project other than this Project, in preparation of Shop Drawings and other submittals.
      3) Contractor acknowledges that such Drawings, documents, or other data obtained prior to use by them for any purpose.
      4) Any Conformed Construction Documents, including any Drawings Specifications, documents, or other data related thereto, are provided "as is" without representation or warranty by Engineer, either expressed or implied.
      5) Contractor acknowledges that Conformed Construction Documents provide by Engineer are as courtesy to Contractor at their specific request, and accordingly, CONTRACTOR HEREBY AGREES TO RELEASE, HOLD HARMLESS, DEFEND, AND INDEMNIFY ENGINEER AND OWNER FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH CONTRACTOR OR ANY THIRD PARTY MAY HAVE BY REASON OF ANY INJURY OR DAMAGE SUSTAINED BY CONTRACTOR OR THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF SUCH CONFORMED CONSTRUCTION DOCUMENTS.

1.6 REQUEST FOR INFORMATION (RFI)

A. RFI requests from subcontractors or material suppliers will not be considered.
B. Information indicated on RFI shall be complete before submission. If Engineer determines request can be answered with information provided, Engineer will assign RFI tracking number. If Engineer determines request is not an RFI, request will be returned to Contractor electronically and deleted from Engineer's electronic tracking software without assigning an RFI tracking number. A transmittal document returning denied RFI request will be provided with a response indicating action to be taken by Contractor.
C. RFIs may contain more than 1 item when items are related. Otherwise, only 1 item shall be addressed on each RFI request.
D. Allow 7 days for Engineer's response to each RFI.
E. Response to RFI will be issued to Contractor and Owner per Section 01 33 00 "Submittal Procedures."
F. Responses from Engineer are not changes unless issued with a change per Section 01 20 00 "Price and Payment Procedures."

1.7 PROGRESS MEETINGS

A. Schedule and administer monthly meetings throughout Work progress at minimum.
B. Engineer will arrange meetings, prepare agenda with copies for participants, preside at meetings.
C. Attendance Required:
    1. Owner.
    2. Job superintendent.
    3. Major subcontractors.
    4. Suppliers.
    5. Engineer.
    6. As appropriate to agenda topics for each meeting.
D. Agenda:
    1. Review minutes of previous meetings.
    2. Review Work progress.
    3. Field observations, problems, and decisions.
    4. Identify problems which impede planned progress.
    5. Review submittal schedule and status of submittals.
    6. Review off-site fabrication and delivery schedules.
    7. Maintenance of progress schedule.
    8. Corrective measures to regain projected schedules.
    9. Planned progress during succeeding Work period.
    10. Coordinate projected progress.
    11. Maintenance of quality and work standards.
    12. Effect of proposed changes on progress schedule and coordination.
    13. Testing.
    14. Other business relating to Work.
E. Record minutes and distribute copies within 5 days to Engineer, participants, and those affected by decisions made.

1.8 PREINSTALLATION MEETING

A. When required in individual Specifications, convene a preinstallation meeting at site before installing Work.
B. Require attendance of parties directly affecting, or affected by, Work.
C. Notify Engineer 14 days in advance of meeting date.
D. Prepare agenda and preside at meeting.
   1. Review conditions of installation, preparation, and installation procedures.
   2. Review coordination with related work.
E. Record minutes and distribute copies within 5 days after meeting to participants and copy Engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

AIA® Document C106™ – 2013

Digital Data Licensing Agreement

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address and contact information, including electronic addresses)

Parkhill.

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address and contact information, including electronic addresses)

for the following Project:
(Name and location or address)

The Transmitting Party and Receiving Party agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

5 DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the parties.

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User Notes: (862876232)

§ 1.3 For purposes of this Agreement, the term Digital Data is defined to include only those items identified in Article 5 below.

§ 1.3.1 Confidential Digital Data is defined as Digital Data containing confidential or business proprietary information that the Transmitting Party designates and clearly marks as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data identified in Article 5 solely and exclusively to perform services for, or construction of, the Project in accordance with the terms and conditions set forth in this Agreement.

§ 2.2 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.3 If the Transmitting Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Receiving Party that the Transmitting Party is authorized to transmit the Confidential Digital Data. If the Receiving Party receives Confidential Digital Data, the Receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.3.1.

§ 2.3.1 The Receiving Party may disclose the Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Agreement.

§ 2.4 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.

§ 2.5 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3 LICENSE CONDITIONS

The parties agree to the following conditions on the limited license granted in Section 2.1:
(State below rights or restrictions applicable to the Receiving Party's use of the Digital Data, requirements for data format, transmission method or other conditions on data to be transmitted.)

This Digital Data is part of the Transmitting Party's Instruments of Service and shall not be used by Receiving Party or anyone else receiving this data through or from the Receiving Party for any purpose other than as a convenience in the preparation of bid submittals, shop drawings, coordination drawings, construction phase submittals, and field layout and staking required by the Owner for the exclusive use of the referenced Project. Any use or reuse by the Receiving Party or by others will be at the Receiving Party's sole risk and without liability or legal exposure to Transmitting Party. The Receiving Party agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Transmitting Party, its officers, directors, employees, or subconsultants that may arise out of or in connection with Receiving Party's use of this Digital Data.
Receiving party or any third party, to the fullest extent permitted by law, shall indemnify and hold harmless the Transmitting Party against all damages, liabilities or costs, including reasonable attorney's fees and defense costs arising out of or resulting from Receiving Party or any third parties use of this Digital Data.

No representation as to the compatibility of this Digital Data with Receiving Party's hardware or software is provided.

This Digital Data is not a Construction Document. Differences may exist between this Digital Data and corresponding two-dimensional hard-copy Construction Document. The Transmitting Party makes no representation regarding the

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User Notes: (862876232)

accuracy or completeness of the Digital Data the Receiving Party receives. In the event that a conflict arises between the signed/sealed two-dimensional hard-copy Construction Document prepared by Transmitting Party and the Digital Data, the signed/sealed two-dimensional hard-copy Construction Document shall govern. The Receiving Party is responsible for determining if any conflict exists. By the Receiving Party's use of this Digital Data, Receiving Party is not relieved of their duty to fully comply with the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, field measurements, verify field conditions and coordination of work with that of other contractors for the Project.

Because information presented in the Digital Data can be modified, unintentionally or otherwise, the Transmitting Party reserves the right to remove all indicia of ownership and/or involvement from each Digital Data.

Under no circumstances shall delivery of this Digital Data for use by the Receiving Party be deemed a sale of document ownership by Transmitting Party, and no warranties, either express or implied, of merchantability or fitness for any particular purpose is made. In no event shall the Transmitting Party be liable for any loss of profit or any consequential damages as a result of the Receiving Party's use or reuse of this Digital Data.

The Digital Data file does not necessarily contain all the information that is required to produce finished Construction Documents. Because of this, there may be data within the Digital Data that is missing, incomplete or even contradictory to the information provided in the final two dimensional Construction Documents.

Professional judgment will need to be used by the Receiving Party, along with reasonable expectations and interpretations in order to use the Digital Data for its intended purpose. Should the Transmitting Party provide revised and updated copies of the Digital Data to the Receiving Party throughout the Project, all terms and conditions of this agreement will be applicable and unchanged for all subsequent transmissions of the Digital Data.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee for the Receiving Party's use of the Digital Data:
(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

DURING PROCUREMENT PHASE

.dwg Files
1-3 Sheets $125.00 per sheet plus applicable tax
4-6 Sheets $500.00 flat fee plus applicable tax
7-9 Sheets $700 flat fee plus applicable tax

.rvt Files
Revit Models are $300.00 per model plus applicable tax

UPON AWARD OF CONTRACT:
No service fee will be required for delivery of the electronic file(s).

ARTICLE 5 DIGITAL DATA

The Parties agree that the following items constitute the Digital Data subject to the license granted in Section 2.1:
(Identify below, in detail, the information created or stored in digital form the parties intend to be subject to this Agreement.)

[Revit Models (.rvt files)]
[AutoCAD (.dwg files)]
[Portable Document Format (.pdf)]

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This Agreement is entered into as of the day and year first written above and will terminate upon Substantial Completion of the Project, as that term is defined in AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
(Indicate when this Agreement will terminate, if other than the date of Substantial Completion.)

None

PARKHILL

TRANSMITTING PARTY *(Signature)*	**RECEIVING PARTY** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittals.
   2. Bar Gantt chart schedules.
   3. Review and evaluation.
   4. Updating schedules.
   5. Distribution.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Post as electronic file to Project website.

B. Submit initial progress schedule for Engineer review within 15 days after established Notice to Proceed date.

C. Schedule Updates:
   1. Submit with each Application for Payment.
   2. Projected and actual percent of completion.
   3. Completion progress by listed activity and subactivity to within 5 working days prior to submittal.
   4. Changes in Work scope and activities modified since submittal.
   5. Delays in submittals or resubmittals, deliveries, or Work.
   6. Revised projections of progress and completion.

D. Narrative Progress Report:
   1. Submit with each Application for Payment.
   2. Summary of Work completed during past period between reports.
   3. Work planned during next period.
   4. Explanation of differences between summary of Work completed and Work planned in previously-submitted report.
   5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
   6. Corrective action taken or proposed.

1.3 BAR GANTT CHART SCHEDULES

A. Format Bar Gantt chart Schedule to include at least:
   1. Identification and listing, in chronological order, activities reasonably required to complete Work including:
      a. Subcontract Work.
      b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
      c. Move-in and other preliminary activities.

d. Equipment and equipment system test and startup activities.
e. Project closeout and cleanup.
f. Work sequences, constraints, and milestones.

2. Listings identified by Specification Section number.
3. Identification of:
   a. Horizontal time frame by year, month, and week.
   b. Duration, early start, and completion for each activity and subactivity.
   c. Critical activities and Project float.
   d. Sub-schedules to further define critical portions of Work.

1.4 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Engineer at each Progress Meeting or Application for Payment submittals.
B. Evaluate Project status to determine Work behind and ahead of schedule.
C. After review, revise schedules incorporating results of review and resubmit within 10 days.

1.5 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.
B. Indicate progress of each activity to date of revision with projected completion date of each activity. Update schedules to depict current status of Work.
C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
D. Upon approval of Change Order, include change in next schedule submittal.
E. Indicate changes required to maintain Date of Substantial Completion.
F. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and effect.

1.6 DISTRIBUTION

A. Following joint review, distribute copies to subcontractors, suppliers, Engineer, Owner, and other concerned parties.
B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Resubmittal requirements.
   3. Proposed products list.
   4. Requirements for complete shop drawings.
   5. Product data.
   6. Samples.
   7. Test reports.
   8. Certificates.
   9. Manufacturer instructions.
   10. Manufacturer field reports.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTAL PROCEDURES

A. Submit to Engineer for review to check for conformance with information given and design concept expressed in Contract Documents.

B. Produce copies and distribute in accordance with this Article.

C. Use Project website to submit record documents as described in Section 01 70 00 "Execution and Closeout Requirements."

D. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor name, address, and phone number. Each Submittal shall contain only one Specification Section.

E. Sequentially number transmittal forms using Section number or Contractor’s sequential numbering system.

F. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number appropriate to Submittal.

G. Apply Contractor's stamp, signed or initialed certifying review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is per requirements of Work and Contract Documents.

H. Schedule Submittals to expedite Project and deliver to Engineer. Coordinate submission of related items.

I. For each Submittal for review, allow 10 working days excluding delivery time to and from Contractor.

J. Identify variations from Contract Documents and product or system limitations detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on Submittals by Contractor shall be in blue or green colors only.

K. Distribute copies of reviewed Submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

L. Unrequested Submittals will not be recognized or processed.

M. Format:
   1. Submit all Submittals digitally using PDF file extension. Each Submittal shall be a single PDF file including transmittal letter. Multiple files for same Submittal will not be accepted.
   2. Submittals in any other format, including ZIP files, will be rejected.
   3. Hard copies, not accepted.
   4. To ensure each page is legible, PDF pages of Drawings shall be same size/scale as hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
   5. Upload Submittals to Project website.

N. Submittal procedures described herein apply to construction progress schedule, products list, Shop Drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, erection Drawings, RFIs, and other Submittals submitted to Engineer.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise Submittals as required and resubmit to meet requirements specified and noted on submittal reviews.
B. Mark as *Resubmittal*.
C. Reuse original transmittal number and supplement with sequential alphabetical or numeric suffix for each Resubmittal.

1.4 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 REQUIREMENTS FOR COMPLETE SHOP DRAWINGS

A. Printable Image Size: Minimum 8.5 by 11 inches, maximum 30 by 42 inches.
B. Draw details to a noted scale.
C. Draw site plans to same scale indicated on Contract Drawings.
D. Engineer-issued Construction Documents (electronic or paper format) cannot be used in any shape, form, or fashion in creating and developing Shop Drawings, except electronic files containing floor, site plans, or layout plans purchased from Engineer may be used as backgrounds for Contractor, subcontractors, sub-subcontractors, and material suppliers in Shop Drawing process.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to Project.
B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.
C. After review, distribute per Article 1.2 "Submittal Procedures," and provide copies for Record Documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of product with integral parts and attachment devices. Accompany physical sample with color digital image (photo or scanned PDF) of sample. Coordinate sample Submittals for interfacing work.
B. Unless otherwise specified, submit samples of finishes from manufacturer's full range of standard colors, textures, and patterns, for Engineer selection.
C. Where variations in color, pattern, or texture are inherent in material or product, submit multiple samples to indicate approximate range or variations.
D. Include full Project information and identification of manufacturer, model number, type, style and color on each sample.
E. Submit number of samples specified in individual Specifications, one retained by Engineer.
F. Reviewed samples which may remain as part of Work indicated in individual Specifications.
G. Do not use Samples for testing unless specifically stated in individual Specifications.

1.8 TEST REPORTS

A. Submit for Engineer’s knowledge as Contract Administrator or Owner.
B. Submit test reports for information to assess conformance with information given and design concept expressed in Contract Documents.

1.9 CERTIFICATES

A. When specified in individual Specifications, submit certification by manufacturer, installation/application subcontractor, or Contractor, to Engineer.
B. Indicate material or product conforms to/exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.10 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specifications, submit manufacturer-printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

1.11 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Engineer's benefit as contract administrator or for Owner.
B. Submit report within 30 days of observation to Engineer for information.
C. Submit for information to assess conformance with information given and design concept expressed in Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control.
   2. Tolerances.
   3. References.
   4. Mockup requirements.
   5. Testing and inspection services.
   6. Manufacturer's field services.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturer’s instructions. If manufacturer’s instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work to ensure Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturer's recommended tolerances and tolerance requirements in reference standards. When tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or required by applicable codes.

B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.

C. Obtain copies of standards and maintain onsite when required by product Specifications.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
E. Neither contractual relationships, duties, or responsibilities of parties in Contract, nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
B. Independent firm will perform tests, inspections, and other services specified in individual Specifications and as required by Engineer.
C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-site testing as required by Engineer.
D. Submit reports to Engineer, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
E. Cooperate with independent firm. Furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor, as requested.
    1. Notify Engineer and independent firm 24 hours before expected time for operations requiring services.
    2. Pay for additional samples and tests required for Contractor use.
F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work per requirements of Contract Documents.
G. Retesting or Re-inspection Required Because of Nonconformance with Specified or Indicated Requirements: Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
H. Independent Firm Responsibilities:
    1. Test samples of mixes submitted by Contractor.
    2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
    3. Perform indicated sampling and testing of products per specified standards.
    4. Ascertain compliance of materials and mixes with Contract Document requirements.
    5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
    6. Perform additional tests required by Engineer.
    7. Attend preconstruction and progress meetings.
I. Independent Firm Reports. After each test, promptly submit report to Engineer and Contractor and provide interpretation of test results. Include:
    1. Date issued.
    2. Project title and number.
    3. Name of inspector.
    4. Date and time of sampling or inspection.
    5. Identification of product and Specifications.
    6. Location in Project.
    7. Type of inspection or test.
    8. Date of test.
    9. Results of tests.
    10. Conformance with Contract Documents.

1.6 MANUFACTURER'S FIELD SERVICES

A. When specified in individual Specifications, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, equipment startup, testing, adjusting, and balancing equipment, commissioning, and other as applicable, and initiate instructions when necessary.
B. Submit qualifications of observer to Engineer 30 days before required observations. Observer is subject to Engineer approval.
C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
D. Refer to Section 01 33 00 "Submittal Procedures," Article 1.11 - Manufacturer's Field Reports.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 43 26 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Selection and payment.
   2. Contractor submittals.
   3. Laboratory responsibilities.
   4. Laboratory reports.
   5. Limits on testing laboratory authority.
   6. Contractor responsibilities.
   7. Schedule of inspections and tests.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.

B. ASTM D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.

C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing/Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E329 - Standard Specification for Minimum Requirements for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.

E. ISO/IEC 17025.

1.3 SELECTION AND PAYMENT

A. Contractor shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing.

B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work per Contract Document requirements.

1.4 QUALITY ASSURANCE

A. Comply with requirements of ASTM C1077, D3666, D3740, E329, and ISO/IEC 17025.

B. Laboratory: Authorized to operate in State of Texas.

C. Laboratory Staff: Maintain a full-time, on-staff, registered Engineer to review services.

1.5 CONTRACTOR SUBMITTALS

A. Before starting Work, submit testing laboratory name, address, and phone number, as well as names of full-time registered Engineer and responsible officer.

B. Submit copy of laboratory facility inspection report made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with remedy memorandum of deficiencies, reported by inspection.

C. Submit Testing Laboratory firm's reports to the distribution list the Engineer provided at preconstruction conference, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
D. Testing and employment of testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.
E. Retest/reinspect required because of non-conformance to specified requirements using same testing agency or laboratory. Payment for retesting is Contractor responsibility.

1.6 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.
B. Provide qualified personnel onsite. Cooperate with Engineer and Contractor in service performance.
C. Perform specified inspection, sampling, and testing of Products per specified standards.
D. Ascertain compliance of materials and mixes with Contract Document requirements.
E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
F. Perform additional inspections and tests required by Engineer.
G. Attend pre-construction conferences.

1.7 LABORATORY REPORTS

A. After each inspection and test, promptly distribute reports to distribution list provided by Engineer at preconstruction conference.
B. Include:
    1. Date issued.
    2. Project title and number.
    3. Name of inspector.
    4. Date and time of sampling or inspection.
    5. Identification of product and Specification Section.
    6. Location in Project.
    7. Type of inspection or test.
    8. Date of test.
    9. Results of tests.
    10. Conformance with Contract Documents.
C. When requested by Engineer, provide interpretation of test results.

1.8 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge Contract Document requirements.
B. Laboratory may not approve or accept any portion of Work.
C. Laboratory may not assume any duties of Contractor.
D. Laboratory has no authority to stop the Work.

1.9 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to use which require testing along with proposed mix designs.
B. Cooperate with laboratory personnel and provide access to Work and manufacturer facilities.

C. Provide incidental labor and facilities to provide access to Work to test, obtain, and handle samples at site or source of products to test, facilitate tests and inspections, storage, and curing test samples.
D. Notify Engineer and laboratory 24 hours before expected time for operations requiring inspection and testing services.
E. Pay costs of testing laboratory services from Allowance specified in Section 01 20 00 "Price and Payment Procedures" on Engineer approval of invoices.
F. Employ services of a separate qualified testing laboratory, arrange with laboratory, and pay for additional samples and tests required by Contractor beyond specified requirements.

1.10 SCHEDULE OF INSPECTIONS AND TESTS

A. As indicated in individual Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Temporary Utilities:
a. Electricity.
b. Lighting.
c. Heating.
d. Cooling.
e. Ventilation.
f. Communication services.
g. Water.
h. Sanitary.
2. Construction Facilities:
a. Field offices and sheds.
b. Employee residential occupancy.
c. Vehicular access.
d. Parking.
e. Progress cleaning.
f. Project identification.
g. Traffic regulation.
3. Temporary Controls:
a. Barriers.
b. Fencing.
c. Enclosures.
d. Security.
e. Water control.
f. Dust control.
g. Erosion and sediment control.
h. Noise control.
i. Pest and rodent control.
j. Pollution control.
k. Protect Work.
4. Remove utilities, facilities, and controls.

B. Related Requirements:
1. Other Divisions 01 Specification Sections apply to Work of this Section.

1.2 ELECTRICITY

A. Provide and pay for required power service from existing electrical utility source.

1.3 LIGHTING

A. Do not utilize permanent building lighting during construction. Provide and maintain 1-watt-per-square-foot lighting to exterior staging and storage areas after dark for security purposes.

B. Provide and maintain 0.25-watt-per-square-foot HID lighting to interior work areas after dark for security purposes.
C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps, as required.
D. Maintain lighting and provide routine repairs.

1.4 VENTILATION

A. Ventilate enclosed areas to assist cure of materials, dissipate humidity, and prevent accumulation of dust, fumes, vapors, or gases.
B. Provide temporary fan units required to maintain clean air for construction operations.

1.5 COMMUNICATION SERVICES

A. At minimum, provide cell phone service for onsite superintendent and home office phone service.

1.6 WATER

A. Provide, maintain, and pay for suitable quality water service required for construction operations. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.7 SANITARY

A. Provide and maintain required facilities and enclosures.
B. Do not use existing facilities.

1.8 FIELD OFFICES AND SHEDS

A. Office
    1. Construction
        a. Portable/mobile building(s) or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.
        b. Structurally-sound, secure, weathertight enclosure to maintain environmental conditions specified.
        c. Maintain during progress of Work.
        d. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
        e. Exterior Materials: Weather resistant.
        f. Interior Materials in Offices: Sheet-type materials for walls and ceilings, prefinished or painted, resilient floors and bases.
    2. Lighting: Exterior lighting at entrance doors.
    3. Fire Extinguishers: Provide appropriate-type fire extinguisher at each building**.**
    4. Provide separate workstation, similarly equipped and furnished, for Engineer use.
    5. Office Heating, Cooling, and Ventilating: Automatic equipment to maintain comfort conditions.
B. Storage Areas and Sheds
    1. Size storage per Specifications allowing for access and orderly provision for product maintenance and inspection.

2. Fire Extinguishers: Appropriate-type fire extinguisher at each storage area.
3. Interior Materials in Storage Sheds: As required to provide specified environmental conditions for storage of products.
4. Heating and Ventilation: As required to maintain products per Contract Documents.
5. Lighting: As required for maintenance and inspection of products.

C. Prepare: Fill/grade sites for temporary structures sloped for drainage away from buildings.
D. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.
E. Maintenance and Cleaning
1. Weekly janitorial services for offices, periodic cleaning and maintenance for office and storage areas.
2. Maintain approach walks free of mud, water, and snow.
F. Removal: At Work completion remove buildings, foundations, utility services, and debris. Restore areas to original conditions.

1.9 EMPLOYEE RESIDENTIAL OCCUPANCY

A. Not allowed on Owner property.

1.10 VEHICULAR ACCESS

A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
C. Extend and relocate vehicular access as Work progress requires, providing necessary detours for unimpeded traffic flow.
D. Location as indicated on Drawings**.**
E. Provide unimpeded access for emergency vehicles. Maintain 20**-**foot-wide driveways with turning space between and around combustible materials.
F. Provide and maintain access to fire hydrants and control valves free of obstructions.
G. Provide means of removing mud from vehicle wheels before entering public streets.
H. Do not use existing onsite roads for construction traffic.
I. Verify with local Authorities Having Jurisdiction regarding temporary fire lanes and related access.

1.11 PARKING

A. Construct temporary gravel-surfaced parking areas to accommodate construction personnel.
B. Locate as approved by Engineer**.**
C. When Site space is not adequate, provide additional off-site parking.

D. Use of existing on-site streets and driveways for construction traffic is not permitted.
E. Using designated areas of existing parking facilities by construction personnel is not permitted.
F. Do not allow heavy or tracked vehicles or construction equipment in parking areas.
G. Do not allow vehicle parking on existing pavement.
H. Designate one parking space for Engineer.
I. Permanent Pavements And Parking Facilities
1. Before Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.

2. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
3. Use of permanent parking structures not permitted.

J. Maintenance
1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice**.**
2. Maintain existing and permanent paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

K. Removal, Repair
1. Remove temporary materials and construction at Substantial Completion.
2. Remove underground work and compacted materials to 2-foot depth. Fill and grade site as specified.
3. Repair existing facilities damaged by use, to original condition.

L. Mud from Site Vehicles: Provide way to remove mud from wheels before entering streets.

1.12 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain a clean and orderly site.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing space.
C. Sweep and vacuum interior areas clean before surface finishing and continue cleaning to eliminate dust.
D. Remove waste materials, debris, and rubbish from site and dispose off-site as required to maintain clean site.

1.13 PROJECT IDENTIFICATION

A. Project Identification Sign
1. Size: Provide one 8 feet wide by 4 feet high.
2. Materials: 3/4-inch-thick exterior-grade plywood and solid-wood frame.
3. Background Paint: Exterior quality, two coats; sign background of color as selected**.**
4. Lettering: Exterior paint of quality adequate to withstand weathering, fading, and chipping for construction duration, contrasting colors as selected with exhibit lettering by professional sign painter.
5. Lettering: Precut vinyl self-adhesive products, white**.**
6. Design: Design indicated in Drawings**.**
7. Content:
   a. Project title, as indicated on Contract Documents.
   b. Owner’s name and logo.
   c. Names and titles of Engineer and consultants.
   d. Name of Prime Contractor.
   e. Name of major subcontractors.
8. Lettering: Series C of Standard Alphabet for Traffic Control Devices *Manual on Uniform Traffic Control Devices for Streets and Highways*, Federal Highway Administration.

B. Project Informational Signs
1. If required by other documents or Specifications, provide weather-protected signs for site-safety procedures, wage rates, and stormwater pollution prevention plan (SWPPP).
2. Erect sign on or adjacent to field office, if required.

C. Design sign and structure to withstand 90-mile-per-hour wind velocity.
D. Installation
   1. Install Project identification sign within 15 days after date fixed by Notice to Proceed.
   2. Erect at designated location.
   3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   4. Install sign surface plumb and level with butt joints. Anchor securely.
   5. Paint exposed surfaces of sign supports and framing.
E. No other signs allowed without Owner permission except those required by law.
F. Maintain clean signs and supports. Repair deterioration and damage.
G. Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.14 TRAFFIC REGULATION

A. Contractor Responsibilities
   1. Provide Traffic Control Plan (TCP) as necessary for phased construction.
   2. TCP must be signed and sealed by a professional engineer licensed in [Texas].
   3. Designate a responsible individual for TCP replacement and maintenance.
B. Signs, Signals, And Devices
   1. Post- and Wall-Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction, Texas Manual on Uniform Traffic Control Devices (TMUTCD), and/or TxDOT Standards shown in Plans.
   2. Traffic Control Signals: As approved by local jurisdictions.
   3. Traffic Cones and Drums: As approved by authority having jurisdiction.
   4. Flares and Lights: As approved by authority having jurisdiction.
   5. Flagperson Equipment: As required by authority having jurisdiction.
C. Flagpersons: Provide trained and equipped flagpersons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
D. Flares and Lights: Use during hours of low visibility to delineate traffic lanes and guide traffic.

E. Haul Routes
   1. Consult with authority having jurisdiction, establish public thoroughfares to use for haul routes and site access.
   2. Drawings indicate haul routes designated by authorities having jurisdiction for use of construction traffic.
   3. Confine construction traffic to designated haul routes.
   4. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.
F. Traffic Signs And Signals
   1. Provide signs at approaches to Site and on-site, crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
   2. Provide, operate, and maintain automatic traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor operations.
   3. Relocate as Work progresses to maintain effective traffic control.
G. Removal
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.

3. Remove post settings to 2-foot depth.

1.15 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas as well as protect existing facilities and adjacent properties from damage from construction operations**.** Allow for Owner's use of Site.
B. Provide barricades and covered walkways required by authorities having jurisdiction for:
   1. Public rights-of-way.
   2. Public access to existing building.
C. Replace damaged items condition to original condition and protect items designated to remain:
   1. Trees.
   2. Shrubbery.
   3. Lawns.
D. Protect Site improvements including but not limited to pavements, walkways, and drainage structures from damage. Replace damaged site improvements to original condition.
E. Protect non-owned vehicular traffic and stored materials from damage.

1.16 FENCING

A. Construction: Commercial-grade chain-link fence.
B. Provide 6-foot-high fence around construction site equipped with vehicular and pedestrian gates with locks.

1.17 ENCLOSURES

A. Provide temporary insulated weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, allow temporary heating, cooling, ventilation, and maintenance of required ambient temperatures identified in individual Specifications, and prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.18 SECURITY

A. Security Program
   1. Protect Work andexisting premises from theft, vandalism, and unauthorized entry.
   2. Initiate program at Project mobilization.
   3. Maintain program throughout construction period until Owner occupancy.
B. Entry Control
   1. Restrict entrance of persons and vehicles into Project Site.
   2. Allow entrance only to authorized persons with proper identification.
   3. Maintain log of workers and visitors and make available to Owner on request.

1.19 WATER CONTROL

A. Grade site to drain.
B. Maintain excavations free of water.
C. Provide, operate, and maintain pumping equipment.
D. Protect Site from puddling and running water. Provide water barriers required to protect site from soil erosion.

E. Provide water barriers required to protect existing buildings from puddling, ponding, or other water accumulation that may damage foundations or other subsurface construction.

1.20 DUST CONTROL

A. Execute Work to minimize raising dust from construction operations.
B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.21 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction to control surface drainage from cuts, fills, borrow, and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.
C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow resulting in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
F. Comply with site Section 01 57 23 "Temporary Stormwater Pollution Control."

1.22 NOISE CONTROL

A. Provide methods, means, and facilities to minimize disruption of Owner operations and activities due to noise produced by construction operations**.**
B. Conduct activities to produce noise that may interfere with Owner operations and activities only when agreed to by Owner**.**

1.23 PEST AND RODENT CONTROL

A. Provide methods, means, and facilities to prevent the following from damaging Work:
   1. Pests.
   2. Insects.
   3. Rodents.

1.24 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.25 PROTECT WORK

A. Protect installed Work and provide special protection where specified in Specifications.
B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
C. Provide protective coverings at openings in walls, roof, and soffits.
D. Protect finished walkways, drives, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic/activity necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.26 REMOVE UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above-grade utilities, equipment, facilities, and materials as soon as permanent facilities can be utilized.
B. Remove risers for underground utilities to minimum 2-foot depth and cap.
C. Remove buried equipment, facilities, and materials completely to minimum 2-foot depth and cap.
D. Backfill excavations as specified in other sections and grade site as indicated.
E. Clean and repair damage caused by installation or temporary Work.
F. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
G. Remove when no longer needed:
    1. Office.
    2. Storage sheds.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 57 23 - TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contractor responsibilities.
   2. Submittals.
   3. Erosion and sediment controls.

B. Related Requirements:
   1. Local jurisdiction requirements.
   2. Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

A. Contractor is solely responsible for meeting all TCEQ and EPA requirements for stormwater pollution prevention:
   1. Develop a Stormwater Pollution Prevention Plan (SWPPP) if not provided;
   2. File Notice of Intent (NOI) and include Owner as an "Operator;"
   3. Install and maintain all erosion control measures and best management practices (BMPs);
   4. Perform inspections and prepare reports; and
   5. File Notice of Termination (NOT).

1.3 SUBMITTALS

A. Submit to Engineer, SWPPP, Submittal Procedures, and all other related documentation conforming to Section 01 33 00 "Submittal Procedures."

1.4 EROSION AND SEDIMENT CONTROLS

A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.

B. Stabilized Ingress/Egress:
   1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
   2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off-site and perform necessary clean-up measures at the end of each work day.

C. Silt Fences/Diversion Berms: Provide as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of Work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

D. Sand/Gravel Bags: Provide as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of Work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as Work progresses, remove/replace/relocate bags as needed for Work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.

E. Site Stabilization:
   1. Minimize surface area of base soil material at one time.
   2. Implement necessary stabilization measures including:
      a. Temporary/permanent seeding/sodding;
      b. Mulching;
      c. Geotextiles;
      d. Vegetative buffer strips;
      e. Paving;
      f. Rock riprap; and/or
      g. Rock-filled gabions.
      h. Inlet protection.
   3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery requirements.
   3. Product storage and handling requirements.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

C. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm manufacturer production capacity can provide sufficient product, on time, to meet Project requirements.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products per manufacturer instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products. Prevent soiling, disfigurement, or damage.

D. Owner will not assist in offloading or accepting product deliveries.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products per manufacturer instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports above ground.

E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store products. Prevent soiling, disfigurement, or damage.

H. Arrange product storage to permit access for inspection. Periodically inspect to verify products are undamaged and maintained in acceptable condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surveying.
   2. Closeout procedures.
   3. Starting systems.
   4. Demonstration and instructions.
   5. Testing, adjusting, and balancing.
   6. Project record documents.
   7. Operation and maintenance data.
   8. Manual for materials and finishes.
   9. Manual for equipment and systems.
   10. Spare parts and maintenance products.
   11. Product warranties and product bonds.
   12. Examination.
   13. Preparation.
   14. Execution.
   15. Protecting installed construction.
   16. Final cleaning.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SURVEYING

A. Employ land surveyor registered in State of Texas and acceptable to Engineer.

B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.

C. Control datum for survey is indicated on Drawings.

D. Verify setbacks, easements, and rights of way. Confirm Drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.

F. Submit copy of Site Drawing signed by land surveyor certifying elevations and locations of Work are per Contract Documents.

G. Maintain complete and accurate log of control and survey Work as Work progresses.

H. Protect survey control points before starting Site Work. Preserve permanent reference points during construction.

I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.3 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion. Complete following items before requesting Certification of Substantial Completion either for entire Work or portions of Work:
   1. Submit maintenance manuals, Project Record Documents, and other similar final record data per this Section.
   2. Complete facility startup, testing, adjusting, balancing systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified per this Section.
   3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to complete or correct, value of incomplete or nonconforming Work, reason for incompletion, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
   5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
   6. Change locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
   7. Discontinue or change over and remove temporary facilities and services from Project Site along with construction tools, mockups, and similar elements.
   8. Perform final cleaning per this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work substantially complete, submit to Engineer and Owner:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to complete or correct (initial punch list).
   2. Within 7 days after receipt of request for Substantial Completion, Engineer and Owner will inspect to determine if Work or designated portion is substantially complete.
   3. If Engineer and Owner determine Work is NOT substantially complete:
      a. Engineer and Owner will promptly notify Contractor, in writing, stating reasons for opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer and Owner.
      c. Engineer and Owner will reinspect Work.
      d. Repeat until Work passes inspection.
   4. When Engineer and Owner finds Work is substantially complete, they will:
      a. Prepare Certificate of Substantial Completion on EJCDC C-625, Certificate of Substantial Completion, accompanied by Contractor's list of items to complete or correct as verified and amended by Engineer and Owner (final punch list).
      b. Submit Certificate to Owner and Contractor for written acceptance of responsibilities assigned in Certificate.
   5. After Work is substantially complete:
      a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.

b. Complete Work listed for completion or correction within time stipulated.

C. Prerequisites for Final Completion. Complete following items before requesting final acceptance and final payment:
   1. When Contractor considers Work complete, submit written certification that:
      a. Contract Documents were reviewed.
      b. Work was examined for compliance with Contract Documents.
      c. Work was completed per Contract Documents.
      d. Work is complete and ready for final inspection.
   2. Submit:
      a. Final punch list indicating all items are complete or correct.
      b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations, where required.
      c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
      d. Accounting statement for final changes to Contract Sum.
      e. Contractor's Affidavit of Payment of Debts and Claims on Contractor form.
      f. Contractor Affidavit of Release of Liens on Contractor form.
      g. Consent of Surety to Final Payment on Contractor form.
   3. Perform final cleaning for Contractor-soiled areas per this Section.

D. Final Completion Inspection:
   1. Within 7 days after receipt of request for final inspection, Engineer and Owner will inspect to determine if Work or designated portion is complete.
   2. If Engineer and Owner consider Work incomplete or defective:
      a. Engineer and Owner will promptly notify Contractor, in writing, listing incomplete or defective Work.
      b. Contractor shall remedy stated deficiencies and send second written request to Engineer and Owner that Work is complete.
      c. Engineer and Owner will reinspect Work.
      d. Redo and Inspect Deficient Work: Repeated until Work passes inspection.
      e. Engineer and Owner inspection.

1.4 STARTING SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.
B. Notify Engineer 7 days before startup of each item.
C. Verify each piece of equipment or system was checked for proper lubrication, drive rotation, belt tension, control sequence, and conditions which may cause damage.
D. Verify tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
E. Verify wiring and support components for equipment are complete and tested.
F. Execute startup under supervision of manufacturer representative or Contractor personnel per manufacturer's instructions.
G. When specified in individual Specifications, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation before startup and supervise placing equipment or system in operation.
H. Submit a written report per Section 01 33 00 "Submittal Procedures," that equipment or system has properly installed and functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance (O&M) of products to Owner personnel 2 weeks before date of Substantial Completion.
B. Demonstrate Project equipment by manufacturer's representative who is knowledgeable about Project.
C. Use O&M manuals as basis for instruction. Review contents of manual with Owner personnel in detail to explain all aspects of operation and maintenance.
D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
E. Prepare and insert additional data in O&M manuals when need for additional data is apparent during instruction.
F. Required instruction time for each item of equipment and system is specified in individual Specifications.

1.6 TESTING, ADJUSTING, AND BALANCING

A. Owner will appoint and employ services of independent firm to perform testing, adjusting, and balancing. Contractor shall pay for services from cash allowance specified in Section 01 20 00 "Price and Payment Procedures."
B. Reports will be submitted by independent firm to Engineer indicating observations and results of tests and indicating compliance or noncompliance with requirements of Contract Documents.

1.7 PROJECT RECORD DOCUMENTS

A. Maintain on-site one set of these record documents and record actual revisions to Work:
    1. Drawings.
    2. Specifications.
    3. Addenda.
    4. Change Orders and other modifications to Contract.
    5. Reviewed Shop Drawings, product data, and Samples.
    6. Manufacturer's instruction for assembly, installation, and adjusting.
B. Ensure entries are complete and accurate enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress not less than weekly.
E. Specifications: Legibly mark and record, at each product Section, description of actual products installed including:
    1. Manufacturer name, product model, and number.
    2. Product substitutions or alternates used.
    3. Changes made by Addenda and modifications.
F. Record Drawings. Legibly mark each item to record actual construction.
    1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in Work, and change orders.
    2. Include locations of concealed elements of Work.
    3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components parallel to utilities.
    4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.

5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured depths of foundations in relation to finish floor datum.
7. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
9. Field changes of dimension and detail.
10. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.8 OPERATION AND MAINTENANCE DATA

A. Submit in PDF composite electronic indexed file.

B. Submit data bound in 8-1/2- by 11-inch text pages, 3 D-side-ring binders with durable plastic covers.

C. Prepare binder cover with printed *Operation and Maintenance Instructions*, title of Project**,** and subject matter of binder when multiple binders required.

D. Internally subdivide binder contents with permanent page dividers, logically organized as described, with tab titling clearly printed under reinforced laminated plastic tabs.

E. Drawings: Provide with reinforced punched binder tab. Bind in with text. Fold larger Drawings to size of text pages.

F. Contents: Prepare Table of Contents (TOC) for each volume, with each product or system description identified, typed on white paper, in three parts as:

1. Part 1: Directory, listing names, addresses, and phone numbers of Engineer, Contractor, subcontractors, and major equipment suppliers.
2. Part 2: O&M instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and phone numbers of subcontractors and suppliers. Include:
    a. Significant design criteria.
    b. List of equipment.
    c. Parts list for each component.
    d. Operating instructions.
    e. Maintenance instructions for equipment and systems.
    f. Maintenance instructions for finishes including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
    g. Safety precautions to take when operating and maintaining or working near equipment.
3. Part 3: Project documents and certificates, including:
    a. Shop Drawings and product data.
    b. Certificates.
    c. Originals of warranties.

1.9 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.

B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.

C. Submit one copy of completed volumes 15 days before final inspection. Draft copy reviewed and returned after final inspection, with Engineer comments. Revise content of document sets as required before final submission.
D. Submit two sets of revised final volumes within 10 days after final inspection.
E. Submit in PDF composite electronic indexed file of final manual within 10 days after final inspection.
F. Building Products, Applied Materials, and Finishes: Include product data with catalog number, size, composition, and color and texture designations. Include information for reordering custom-manufactured products.
G. Instructions for Care and Maintenance: Include manufacturer recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
H. Moisture Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
I. Additional requirements as specified in individual product Specifications.
J. Include listing in TOC for design data with tabbed fly sheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before Work. Engineer will review draft and return one copy with comments.
B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.
C. Submit one copy of completed volumes 15 days before final inspection. Draft copy will be reviewed and returned after final inspection with Engineer comments. Revise content of document sets as required before final submission.
D. Submit two sets of revised final volumes within 10 days after final inspection.
E. Submit in PDF composite electronic indexed file of final manual within 10 days after final inspection.
F. Each System and Item of Equipment: Include description of unit/system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves with engineering data and tests, complete nomenclature, and model number of replaceable parts.
G. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications by label machine.
H. Include color-coded wiring diagrams as installed.
I. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
J. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
K. Include servicing and lubrication schedule and list of lubricants required.
L. Include manufacturer-printed operation and maintenance instructions.
M. Include sequence of operation by controls manufacturer.
N. Include original manufacturer parts list, illustrations, assembly drawings, and diagrams required for maintenance.
O. Include control diagrams by controls manufacturer as installed.
P. Include Contractor coordination Drawings with color-coded piping diagrams as installed.

Q. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
R. Include list of original manufacturer's spare parts, current prices, and recommended quantities maintained in storage.
S. Include test and balancing reports per Section 01 40 00 "Quality Requirements."
T. Additional requirements as specified in individual product Specifications.
U. Include listing in TOC for design data with tabbed dividers and space for insertion of data.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specifications.
B. Deliver to place in location as directed by Owner. Obtain receipt before final payment.

1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers within 10 days after completion of applicable item of Work.
B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
C. Verify documents are in proper form, contain full information, and are notarized.
D. Co-execute submittals when required.
E. Include TOC and assemble in three D-side-ring binders with durable plastic cover.
F. Submit before final Application for Payment.
G. Time of Submittals:
    1. For equipment or component parts of equipment put into service during construction with Owner permission, submit documents within 10 days after acceptance.
    2. Make other submittals within 10 days after date of Substantial Completion before final Application for Payment.
    3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within 10 days after acceptance listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing Site conditions and substrate surfaces are acceptable for subsequent Work.
B. Beginning new Work means acceptance of existing conditions.
C. Verify existing substrate can structurally support or attach new Work applied.
D. Examine and verify specific conditions described in individual Specifications.
E. Verify utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces before applying next material or substance per manufacturer instructions.

B. Seal cracks or openings of substrate before applying next material or substance.
C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner before applying new material or substance in contact or bond.

3.3 EXECUTION

A. Comply with manufacturer installation instructions performing each step in sequence. Maintain one set of manufacturer installation instructions at Project Site during installation and until completion of construction.
B. When manufacturer installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Verify field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
    1. Secure Work true-to-line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
    2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
    3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
E. Allow for expansion of materials and building movement.
F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
    1. Isolate each unit of Work from incompatible Work necessary to prevent deterioration.
    2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
G. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for particular application indicated.
    1. Refer questionable mounting heights choices to Engineer for final decision.
    2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
H. Adjust operating products and equipment to ensure smooth and unhindered operation.
I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction. Lubricate operable components recommended by manufacturer.

3.4 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified.
B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

3.5 FINAL CLEANING

A. Execute final cleaning before final Project assessment. Employ experienced personnel or professional cleaning firm.
B. Clean interior and exterior glass and surfaces exposed to view. Remove temporary labels, stains, and foreign substances. Polish transparent and glossy surfaces and vacuum carpeted and soft surfaces.
C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
D. Clean filters of operating equipment.
E. Clean debris from roofs, gutters, downspouts, and drainage systems.
F. Clean site. Sweep paved areas and rake landscaped surfaces clean.
G. Remove waste and surplus materials, rubbish, and construction facilities from site.

END OF SECTION

SECTION 03 10 00 - CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Form-facing material for cast-in-place concrete.
   2. Shoring, bracing, and anchoring.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 13 13 "Concrete Paving" for formwork related to concrete pavement and walks.

1.2 DEFINITIONS

A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.

B. Formwork: The total system of support of freshly placed concrete including the mold or sheathing that contacts the concrete as well as supporting members, hardware, and necessary bracing.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Review the following:
      a. Special inspection and testing and inspecting agency procedures for field quality control.
      b. Construction, movement, contraction, and isolation joints
      c. Forms and form-removal limitations.
      d. Anchor rod and anchorage device installation tolerances.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following:
   1. Exposed surface form-facing material.
   2. Concealed surface form-facing material.
   3. Form ties.
   4. Form-release agent.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing and inspection agency.

B. Field quality-control reports.

C. Minutes of preinstallation conference.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads so that resulting concrete conforms to the required shapes, lines, and dimensions.
   1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
   2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

2.2 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:
   1. Provide continuous, true, and smooth concrete surfaces.
   2. Furnish in largest practicable sizes to minimize number of joints.
   3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 03 30 00 "Cast-In-Place Concrete" and as follows:
      a. Plywood, metal, or other approved panel materials.
      b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1 and as follows:
         1) APA Structural 1 Plyform, B-B or better; mill oiled and edge sealed.

B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
   1. Provide lumber dressed on at least 2 edges and 1 side for tight fit.

2.3 RELATED MATERIALS

A. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4-inch by 3/4-inch, minimum.

B. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
   1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
   2. Form release agent for form liners shall be acceptable to form liner manufacturer.

C. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic, or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
   1. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

A. Comply with ACI 301.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated within tolerance limits of ACI 117, and to comply with the Surface Finish designations specified in Section 03 30 00 "Cast-In-Place Concrete" for as-cast finishes.

C. Limit concrete surface irregularities as follows:
   1. Surface Finish-2.0: ACI 117 Class B, 1/4-inch.

D. Construct forms tight enough to prevent loss of concrete mortar.
   1. Minimize joints.
   2. Exposed Concrete: Symmetrically align joints in forms.

E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
   1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
   2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
   3. Install keyways, reglets, recesses, and other accessories for easy removal.

F. Do not use rust-stained, steel, form-facing material.

G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
   1. Provide and secure units to support screed strips
   2. Use strike-off templates or compacting-type screeds.

H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
   1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
   2. Locate temporary openings in forms at inconspicuous locations.

I. Chamfer exterior corners and edges of permanently exposed concrete.

J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.

K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
   1. Determine sizes and locations from trades providing such items.
   2. Obtain written approval of Engineer prior to forming openings not indicated on Drawings.

L. Construction and Movement Joints:
   1. Construct joints true to line with faces perpendicular to surface plane of concrete.
   2. Install so strength and appearance of concrete are not impaired at locations indicated or as approved by Architect.
   3. Place joints perpendicular to main reinforcement.
   4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
      a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
   5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
   6. Space vertical joints in walls as indicated on Drawings.
      a. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.

1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
1. Use setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
3. Clean embedded items immediately prior to concrete placement.

3.3 REMOVING AND REUSING FORMS

A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

B. Clean and repair surfaces of forms to be reused in the Work.
1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
2. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
1. Align and secure joints to avoid offsets.
2. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agenc to perform field tests and inspections and prepare test reports.

B. Inspections:
1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION

SECTION 03 20 00 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Steel reinforcement bars.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Review the following:
      a. Special inspection and testing and inspecting agency procedures for field quality control.
      b. Construction contraction and isolation joints.
      c. Steel-reinforcement installation.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Each type of steel reinforcement.
   2. Bar supports.
   3. Mechanical splice couplers.
B. Sustainable Design Submittals.
C. Shop Drawings: Comply with ACI SP-066:
   1. Include placing Drawings that detail fabrication, bending, and placement.
   2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, tie spacing, and supports for concrete reinforcement.
D. Construction Joint Layout: Indicate proposed construction joints required to build the structure.
   1. Location of construction joints is subject to approval of the Architect.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For testing and inspection agency.
B. Material Test Reports: For the following from a qualified testing agency:
   1. Steel Reinforcement:
      a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.
   2. Mechanical splice couplers.
C. Field quality-control reports.
D. Minutes of preinstallation conference.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
   1. Store reinforcement to avoid contact with earth.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed.

2.2 REINFORCEMENT ACCESSORIES

A. Joint Dowel Plate: PNA-Diamond Dowel system.
B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
   1. Manufacture bar supports from steel wire or plastic in accordance with CRSI's "Manual of Standard Practice."
      a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
C. Mechanical Splice Couplers: ACI 318 Type 2, same material of reinforcing bar being spliced; standard bar lock**.**
D. Steel Tie Wire: ASTM A1064, annealed steel, not less than 0.0508-inch in diameter.
   1. Finish: Plain, ASTM A884, Class A, Type 1.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:
   1. Do not cut or puncture vapor retarder.
   2. Repair damage and reseal vapor retarder before placing concrete.
B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.
B. Accurately position, support, and secure reinforcement against displacement.
   1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
   2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3-times size of large aggregate, whichever is greater.
D. Provide concrete coverage in accordance with ACI 318.
E. Set wire ties with ends directed into concrete not toward exposed concrete surfaces.
F. Splices: Lap splices as indicated on Drawings.
   1. Bars indicated to be continuous and all vertical bars shall be lapped not less than 36 bar diameters at splices or 24 inches, whichever is greater.
   2. Stagger splices in accordance with ACI 318.
   3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.

3.3 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired at locations indicated or as approved by Architect.
   1. Place joints perpendicular to main reinforcement.
   2. Do not continue reinforcement across construction joints unless otherwise indicated.
B. Doweled Joints: Install dowel plates and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of plates length to prevent concrete bonding to one side of joint.

3.4 INSTALLATION TOLERANCES

A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
B. Inspections:
   1. Steel-reinforcement placement.
   2. Steel-reinforcement mechanical splice couplers.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 10 00 "Concrete Forming and Accessories" for form-facing materials.
   3. Section 03 20 00 "Concrete Reinforcing" for steel reinforcing bars.
   4. Section 31 20 00 "Earth Moving" for drainage fill under slabs-on-ground.
   5. Section 32 13 13 "Concrete Paving" for concrete pavement and walks.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Require representatives of each entity directly concerned with cast-in-place concrete to attend including the following:
      a. Contractor's superintendent.
      b. Independent testing agency responsible for concrete design mixtures.
      c. Ready-mix concrete manufacturer.
      d. Concrete Subcontractor.
   2. Review the following:
      a. Special inspection and testing and inspecting agency procedures for field quality control.
      b. Construction joints, control joints, isolation joints, and joint-filler strips.
      c. Semirigid joint fillers.
      d. Vapor-retarder installation.
      e. Anchor rod and anchorage device installation tolerances.
      f. Cold and hot weather concreting procedures.
      g. Concrete finishes and finishing.
      h. Curing procedures.
      i. Forms and form-removal limitations.
      j. Methods for achieving specified floor and slab flatness and levelness.
      k. Floor and slab flatness and levelness measurements.
      l. Concrete repair procedures.
      m. Concrete protection.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.
   1. Portland cement.
   2. Fly ash.
   3. Blended hydraulic cement.
   4. Aggregates.
   5. Admixtures:
      a. Include limitations of use including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
   6. Vapor retarders.
   7. Curing materials.
      a. Include documentation from color pigment manufacturer, indicating that proposed methods of curing are recommended by color pigment manufacturer.
   8. Joint fillers.
   9. Repair materials.

B. Sustainable Design Submittals:

C. Design Mixtures: For each concrete mixture, include the following:
   1. Mixture identification.
   2. Minimum 28-day compressive strength.
   3. Durability exposure class.
   4. Maximum w/cm.
   5. Slump limit.
   6. Air content.
   7. Nominal maximum aggregate size.
   8. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
   9. Intended placement method.
   10. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

D. Shop Drawings:
   1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
      a. Location of construction joints is subject to approval of the Engineer.

E. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article including the following:
   1. Concrete Class designation.
   2. Location within Project.
   3. Exposure Class designation.
   4. Formed Surface Finish designation and final finish.
   5. Final finish for floors.
   6. Curing process.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:
   1. Installer: Include copies of applicable ACI certificates.

2. Ready-mixed concrete manufacturer.
3. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following signed by manufacturers:
1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Bonding agents.
5. Adhesives.
6. Vapor retarders.
7. Semirigid joint filler.
8. Joint-filler strips.
9. Repair materials.

C. Material Test Reports: For the following from a qualified testing agency:
1. Portland cement.
2. Fly ash.
3. Blended hydraulic cement.
4. Aggregates.
5. Admixtures.

D. Floor surface flatness and levelness measurements report indicating compliance with specified tolerances.

E. Research Reports:
1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

F. Preconstruction Test Reports: For each mix design.

G. Field quality-control reports.

H. Minutes of preinstallation conference.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician.
1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94 requirements for production facilities and equipment.
1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
1. Include the following information in each test report:
a. Admixture dosage rates.
b. Slump.
c. Air content.
d. Seven-day compressive strength.
e. 28-day compressive strength.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94 and ACI 301.

1.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.
   1. Protect concrete Work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   2. When average high and low temperature is expected to fall below 40 degrees F for 3 successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
   3. Do not use frozen materials or materials containing ice or snow.
   4. Do not place concrete in contact with surfaces less than 35 degrees F, other than reinforcing steel.
   5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
   1. Maintain concrete temperature at time of discharge to not exceed 95 degrees F.
   2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:
   1. Portland Cement: ASTM C150, gray.
   2. Fly Ash: ASTM C618, Class F.
   3. Blended Hydraulic Cement: ASTM C595, Type IS, portland blast-furnace slag Type IL, portland-limestone cement.

B. Normal-Weight Aggregates: ASTM C33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
   1. Alkali-Silica Reaction: Comply with one of the following:
      a. Expansion Result of Aggregate: Not more than 0.04-percent at one-year when tested in accordance with ASTM C1293.
      b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10-percent at an age of 16 days when tested in accordance with ASTM C1567.
      c. Alkali Content in Concrete: Not more than pounds per cubic yardfour for moderately reactive aggregate or pounds per cubic yardthree for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.

2. Maximum Coarse-Aggregate Size: One-and-three-fourth inch nominal.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C494, Type A.
2. High-Range, Water-Reducing Admixture: ASTM C494, Type F.

2.3 VAPOR RETARDERS

A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A, except with maximum water-vapor permeance of not less than 20-mils--thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.4 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 ouncees per square yard when dry.
C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
1. Color:
a. Ambient Temperature Below 50 degrees F: Black.
b. Ambient Temperature between 50 degrees F and 85 degrees F: Any color.
c. Ambient Temperature Above 85 degrees F: White.
D. Water: Potable or complying with ASTM C1602.
E. Clear, Solvent-Borne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.
B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 in accordance with ASTM D2240.
C. Bonding Agent: ASTM C1059, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
D. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:
1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
   1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
   2. Use water-reducing admixture in pumped concreteand concrete with a w/cm below 0.50.

2.7 CONCRETE MIXTURES

A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.
   1. Exposure Class: ACI 318 F2.
   2. Minimum Compressive Strength: 4,000 psi at 28 days.
   3. Maximum w/cm: .50.
   4. Slump Limit: 4 inches, plus or minus 1 inch.

B. Class B: Normal-weight concrete used for foundation walls.
   1. Exposure Class: ACI 318.
   2. Minimum Compressive Strength: 4,000 psi at 28 days.
   3. Maximum w/cm: 0.50.
   4. Slump Limit: 6 inches, plus or minus 1 inch for concrete with verified slump of 3 inches plus or minus 1 inch before adding high-range water-reducing admixture or plasticizing admixture at Project Site.

C. Class C: Normal-weight concrete used for interior slabs-on-ground.
   1. Exposure Class: ACI 318 F0.
   2. Minimum Compressive Strength: 4,000 psi at 28 days.
   3. Maximum w/cm: 0.45.
   4. Minimum Cementitious Materials Content: Based on the requirements of ACI 301 for floors and relatee to nominal maximu aggregate sizes.
   5. Slump Limit: 6 inches, plus or minus 1 inch for concrete with verified slump of 3 inches plus or minus 1 inch before adding high-range water-reducing admixture or plasticizing admixture at Project site.
   6. Air Content:
      a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94 and ASTM C1116, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:
   1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
   2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:
   1. Daily access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
   4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
   1. Use setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.4 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.
   1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
   2. Face laps away from exposed direction of concrete pour.
   3. Lap vapor retarder Down footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
   4. Lap joints 6 inches and seal with manufacturer's recommended tape.
   5. Terminate vapor retarder at the top of floor slabs and grade beams sealing entire perimeter to floor slabs, grade beams, or foundation walls.
   6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
   7. Protect vapor retarder during placement of reinforcement and concrete.
      a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.

3.5 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
   1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Engineer.
   2. Place joints perpendicular to main reinforcement.
      a. Cut reinforcement across construction joints unless otherwise indicated.
   3. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.

4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.
6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
1. Sawed Joints: Form control joints with "early entry" proccess equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
2. Terminate full-width joint-filler strips not less than 1/2-inch or more than 1-inch below finished concrete surface, where joint sealants are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints:
1. Install dowel plates and support assemblies at joints where indicated on Drawings.
2. Lubricate or asphalt coat one-half of dowel plates length to prevent concrete bonding to one side of joint.

F. Dowel Plates: Install dowel plates at joints where indicated on Drawings.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, but not to exceed the amount indicated on the concrete delivery ticket.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
    a. Do not use vibrators to transport concrete inside forms.
    b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
    c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.7 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:
1. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
    a. Patch voids larger than 3/4-inch wide or 1/2-inch deep.
    b. Remove projections larger than 1/4-inch.
    c. Patch tie holes.
    d. Surface Tolerance: ACI 117 Class B.
    e. Locations: Apply to concrete surfaces exposed to public view.

B. Related Unformed Surfaces:
1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.
3. Apply float finish to surfaces to receive trowel finish.

C. Trowel Finish:
1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic tile.
7. Finish surfaces to the following tolerances, in accordance with ASTM E1155, for a randomly trafficked floor surface:
   a. Slabs on Ground:
      1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-feet long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4-inch and also no more than 1/16-inch in 2 feet.

D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Engineer before application.

3.9 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:
1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:
1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 6 inches high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Minimum Compressive Strength: 4,000 psi 3,000 psi at 28 days.

4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices.
    a. Use setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Cast anchor-bolt insert into bases.
    c. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.10 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
    1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
    2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.

B. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:
    1. Begin curing immediately after finishing concrete.
    2. Interior Concrete Floors:
        a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:
            1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
                a) Lap edges and ends of absorptive cover not less than 12 inches.
                b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than 7 days.
            2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.
                a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
                b) Cure for not less than 7 days.
        b. Floors to Receive Curing Compound after moist cure:
            1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
            2) Recoat areas subjected to heavy rainfall within three hours after initial application.
            3) Maintain continuity of coating, and repair damage during curing period.
            4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.

3.11 TOLERANCES

A. Conform to ACI 117.

3.12 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.
   1. Defer joint filling until concrete has aged at least one month.
   2. Do not fill joints until construction traffic has permanently ceased.
B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.
D. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.13 CONCRETE SURFACE REPAIRS

A. Defective Concrete:
   1. Repair and patch defective areas when approved by Engineer.
   2. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
   1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2-inch in any dimension to solid concrete.
      a. Limit cut depth to 3/4-inch.
      b. Make edges of cuts perpendicular to concrete surface.
      c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
      d. Fill and compact with patching mortar before bonding agent has dried.
      e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
   2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.
      a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
      b. Compact mortar in place and strike off slightly higher than surrounding surface.
   3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Engineer.
D. Repairing Unformed Surfaces:
   1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
      a. Correct low and high areas.

b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01-inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.
   a. Finish repaired areas to blend into adjacent concrete.
5. Repair defective areas, except random cracks and single holes 1-inch or less in diameter, by cutting out and replacing with fresh concrete.
   a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
   b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
   c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
   d. Place, compact, and finish to blend with adjacent finished concrete.
   e. Cure in same manner as adjacent concrete.
6. Repair random cracks and single holes 1-inch or less in diameter with patching mortar.
   a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
   b. Dampen cleaned concrete surfaces and apply bonding agent.
   c. Place patching mortar before bonding agent has dried.
   d. Compact patching mortar and finish to match adjacent concrete.
   e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.14 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
   1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31.
   2. Testing agency shall immediately report to Engineer, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
   3. Testing agency shall report results of tests and inspections, in writing, to Owner, Engineer, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
      a. Test reports shall include reporting requirements of ASTM C31, ASTM C39, and ACI 301, including the following as applicable to each test and inspection:

1) Project name.
2) Name of testing agency.
3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
4) Name of concrete manufacturer.
5) Date and time of inspection, sampling, and field testing.
6) Date and time of concrete placement.
7) Location in Work of concrete represented by samples.
8) Date and time sample was obtained.
9) Truck and batch ticket numbers.
10) Design compressive strength at 28 days.
11) Concrete mixture designation, proportions, and materials.
12) Field test results.
13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
14) Type of fracture and compressive break strengths at 7 days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:
1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Batch Plant Inspections: On a random basis, as determined by Engineer.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172 shall be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cubic yards, but less than 25 cubic yards, plus one set for each additional 50 cubic yards or fraction thereof.
a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C143:
a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests when concrete consistency appears to change.
3. Concrete Temperature: ASTM C1064/C1064M:
a. One test hourly when air temperature is 40 degrees F and below or 80 degrees F and above, and one test for each composite sample.
4. Compression Test Specimens: ASTM C31/C31M:
a. Cast and laboratory cure two sets of four 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
5. Compressive-Strength Tests: ASTM C39.
a. Test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

6. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5,000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5,000 psi.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
8. Additional Tests:
   a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed byEngineer.
   b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42 or by other methods as directed by Engineer.
      1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 section 1.6.6.3.
9. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional Work with specified requirements.
10. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

F. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 24 hours of completion of floor finishing and promptly report test results to Engineer.

3.15 PROTECTION

A. Protect concrete surfaces as follows:
1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.

END OF SECTION

SECTION 05 40 00 - COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Load-bearing fwall framing.
   2. Formed joist framing.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 05 50 00 "Metal Fabrications" for miscellaneous steel shapes, masonry shelf angles, and connections used with cold-formed metal framing.
   3. Section 09 22 16 "Non-Structural Metal Framing."

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Cold-formed steel framing materials.
   2. Load-bearing wall framing.
   3. Verical deflection clips.
   4. Double deflection track.
   5. Floor joist framing.
   6. Post-installed anchors.
   7. Power-actuated anchors.
   8. Sill sealer gasket.

B. Shop Drawings:
   1. Indicate layout, spacings, sizes, thicknesses, and type of cold-formedsteel framing; fabrication; and and fastening and anchorage details, includingmechanical fasteners,.
   2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridges, splices, accessories, connection details, and attachment to adjoining work..

C. Delegated Design Submittals: For cold-formed steel framing.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Welding certificates.

C. Product Certificates: For each type of code-compliance certification for studs and tracks.

D. Product Test Reports: For each listed product, for tests performed by manufacturer and witnessed by a qualified testing agency.
   1. Steel sheet.
   2. Expansion anchors.

E. Power-actuated anchors.

1. Mechanical fasteners.
2. Vertical deflection clips.
3. Miscellaneous structural clips and accessories.

F. Research Reports:
1. For nonstandard cold-formed steel framing post-installed anchors and power-actuated fasteners from ICC-ES.
2. For sill sealer gasket/termite barrier, showing compliance with ICC-ES AC380.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.
B. Product Tests: Mill certificates or data from a qualified independent testing agency indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.
C. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association or the Steel Stud Manufacturers Association.
D. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code- Sheet Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect and store cold-formed steel framing from corrosion, moisture staining, deformation, and other damage during delivery, storage, and handling as required in AISI S202,

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified Professional Engineer, as defined in Section 01 40 00 "Quality Requirements," to design cold-formed steel framing.
B. Structural Performance: Provide cold-fomed steel framing capable of withstanding design loads within limits and under conditions indicated.
1. Design Loads: As indicated on Drawings.
2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
a. Exterior Load-Bearing Wall Framing: Horizontal deflection of 1/360 of the wall height.
b. Interior Load-Bearing Wall Framing: Horizontal defletion of 1/360 of the wall height under a horizontal load of 5 pound force per square feet.
c. Floor Joist Framing: Vertical deflection of 1/480 for live loads and 1/240 for total loads of the span.
3. Design framing sysems to provide for movement of framing members loccated outside the insulated building envelope without damage or over-stressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 degrees F.

4. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing complies with AISI S100 and ASTM C955.

2.2 COLD-FORMED STEEL FRAMING MATERIALS

A. Framing Members, General: Comply with ASTM C955 for conditions indicated.
B. Steel Sheet: ASTM A1003, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:
   1. Grade: As required by structural performance.
   2. Coating: G60.
C. Sheet Sheet for Vertical Deflection Clips: ATM A653, structural steel, zinc coated, of grade and coating as follows:
   1. Grade: As required by structural performance.
   2. Coating: G60.

2.3 LOAD-BEARING WALL FRAMING

A. Steel Studs: Manufacturer's standard C-shaped steel studs, off web depths indicated, punched, with stiffened flanges, and as follows:
   1. Minimum Base-Metal Thickness: 0.0538-inch.
   2. Flange Width: 1-5/8 inches.
B. Steel Track: Manufacturer's standard U-shaped steel tracck, of web depths indicated, unpunched, with straight flanges, and as follows:
   1. Minimum Base-Metal Thickness: Matching steel studs.
   2. Flange Width: 1-1/4 inches.
C. Steel Box or Back-to-Back Headers: Manufacturer's standard C-shapes used to form header beams, of web depths indicated, unpunched, with stiffened flanges, and as follows:
   1. Minimum Base-Metal Thickness: 0.0538-inch.
   2. Flange Width: 1-5/8 inches.
D. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows.
   1. Minimum Base-Metal Thickness: 0.0538-inch.
   2. Flange Width: 1 inch plus the design gap.
E. Double Deflection Tracks: Manufacturer's double, deep leg, U-shaped steel tracks, consisting of nested inner and outer track, unpunced, with unstiffened flanges.
   1. Out Track: Of web depth to allow free vertical movement of inner track, with flanges designedto support horizonal loads and transfer them to the primary structure, and as follows:
      a. Minimum Base-Metal Thickness: 0.0538-inch.
      b. Flange Width: 1 inch.
   2. Inner Track: Of web depth indicated and as follows:
      a. Minimum Base-Metal Thickness: 0.0538-inch.
      b. Flange Width: Dimension equal to sum of outer deflection track flange width plus 1 inch.

2.4 INTERIOR NON-LOAD-BEARING WALL FRAMING

A. Steel Studes: manufacturer's standard C-shaped steel studs, of web depths indicated, punchh, with stiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: 0,0538-inch.
2. Flange Width: 1-5/8 inches.

B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
   1. Minimum Base-Metal Thickness: Matching steel studs.
   2. Flange Width: 1-1/4 inches.

C. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track, unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to primary structure, and as follows:
   1. Minimum Base-Metal Thickness: 0.0538-inch.
   2. Flange Width: 1 inch plus the design gap.

D. Double Deflection Track: Manufacturer's double, deep-leg, U-shaped steel tracks, consisting of nesed inner and outher tracks; unpunchhhed, with unstiffened flanges.
   1. Out Track: Of web depth to allow free vertical movement of inner track, with flanges designedto support horizonal loads and transfer them to the primary structure, and as follows:
      a. Minimum Base-Metal Thickness: 0.0538-inch.
      b. Flange Width: 1 inch plus the design gap.
   2. Inner Track: Of web depth indicated and as follows:
      a. Minimum Base-Metal Thickness: 0.0538-inch.
      b. Flange Width: Dimension equal to sum of outer deflection track flange width plus 1 inch.

2.5 FLOOR JOIST FRAMING

A. Steel Joists: Manufacturer's standard C-shaped steel joists, of web depth indicated, unpunched, wih stiffened flanges, and as follows:
   1. Minimum Base-Metal Thickness: 0.0677-inch.
   2. Flange Width: 2 inches minimum

B. Steel Joist Track: Manufacturer's standard U-shaped steel joist track, of web depths indicated, unpunches, wth unstiffened flanges, and as follows:
      a. Maching Matching steel joists.
      b. Flange Width: As required.

2.6 FRAMING ACCESSORIES

A. Fabricate steel-framing accessories from ASTM A1003, Structural Grade, Type H, metallic-coated steel sheet, of same grade, and coating designation used for framing members.

B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
   1. Supplementary framing.
   2. Bracing, bridging, and solid blocking.
   3. Web stiffeners.
   4. Anchor clips.
   5. End clips.
   6. Foundaton clips
   7. Gusset plates.
   8. Stud kickers and knee braces.
   9. Joist hangers and end closures.

10. Hole-reinforcing plates.
11. Backer plates.

2.7 ANCHORS, CLIPS, AND FASTENERS

A. Steel Shapes and Clip: ASTM A36, zinc coated by hot-dip process according to ASTM A123.

B. Anchor Bolts: ASTM F1554, Grade 36, threaded carbon-steel hex-headed bolts, carbon-steel nuts, and flat, hardened-steel washers: zinc coated by hot-dip proccess according to ASTM 153, Class C.

C. Post-Installed Anchors: Fastener systems with bolts of same basic metal as fastened metal, if visible, unless otherwise indicted; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC193, ICC-ES AC58, OR ICC-ES AC308 as appropriate for the substrate.
   1. Uses: Securing cold-formed steel framing to structure.
   2. Type: Adhesive anchor.
   3. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 OR ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.

D. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

E. Mechanical Fasteners: ASTM C1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screwes.
   1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.

F. Welding Electrodes: Comply with AWS standards.

2.8 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint; ATM A780, MIL-P-21035B, OR SSPC-Paint 20.

B. Nonmetallic, Nonshrink Grout: Factory-packaged, nonmetallic, noncorrosive, nonstaining grout, complying with ASTM C1107, and with a fluid consisteny and 30-minute working time.

C. Shims: Load-bearing, high-density, multimonomer, nonleaching plastic; or cold-formed steel of same grade and metallic coating as framing members supported by shims.

D. Sill Sealer Gasket/Termite Barrier: Minimum 68-mil nominal thickness, self-adhering sheet consisting of 64 mils of rubberized asphalt laminated on one side to a 4-mil-thick, polyethylene-film reinforcement, and with release liner on adhesive side.
   1. Physical Properites:
      a. Peel Adhesion: 17.0 pounds per inch of width when tested in accordance with ASTM D412.
      b. Low-Temperature Flexibility: Pass at minus 25 degrees F when tested in accordance with ASTM D146.
      c. Water Vapor Permeance: 0.05 permeance maximum when tested in accordance with ASTM E96, Method B.
      d. Resistance to Termite Penetration: Comply with ICC-ES AC380.

2.9 FABRICATION

A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section,
   1. Fabricate framing assemblies using jigs or templates.
   2. Cut framing members by sawing or shearing; do not torch out.
   3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
      a. Comply with AW D1.3 requirements and procedures for welding, appearance and qualty of welds, and methods used in correcting welding work.
      b. Locate mechanical fasteners and install according to Shop Drawings, with screws penetrating jointed members by no fewer than three exposed screw threads.
   4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening according to Shop Drawings.

B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies by means that prevent damage or permanent distortion.

C. Tolerances: Fabricte assemblies level ,plumb, and true to line at a maximum allowable variation of 1/8-inch in 10 feet and as follows:
   1. Spacing: Space individual framing members no more than plus or minus 1/8-inch from plan location. Cumulative errors are not to exceed minimum fastening requiremens of sheathing or other finishing materials.
   2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8-inch.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, conditions and butting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of Work.

B. Proceed with installation onlty after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Install load-bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4-inch to ensure a uniform bearing surface on supporting concrete or masonry construction.

B. Install sill sealer gasket/termite barrier in accordance with manufacturer's written instructions at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

3.3 INSTALLATION, GENERAL

A. Cold-formed steel framing may be shop or field fabricated for installation or it may be field assembled.
B. Install cold-formed steel framing according to AISI200, AISI S202, and manufacturer's written instructions unless more stringent requirements are indicated.
C. Install shop- or field-fabricted, cold-formed framing and securely anchor to supporting structure.
    1. Screw bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16-inch.
D. Install cold-fired steel framing and accessories plumb, square, and true-to-line, and with connections securely fastened.
    1. Cut framing members by sawing or shearing; do not torch cut.
    2. Fasten, cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
        a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding Work.
        b. Locate mechanical fastener, install according to Shop Drawings, and comply with requirements for spacing, edge distances, and screw penetration.
E. Install temporary bracing and supports to secure framing and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
F. Install insulation specified in Section 07 21 00 "Thermal Insulation," in framing-assembly members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work
G. Fasten hole-reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.

3.4 INSTALLATION OF LOAD-BEARING WALL FRAMING

A. Install continuous top and bottom tracks sized to match studs. Align tracks accurately and securely anchor at corners and ends and at spacings as follows:
    1. Anchor Spacing: As shown on Shop Drawings.
B. Squarely seat studs against top and bottom tracks with gap not exceeding 1/8-inch between the end of wall-framing member and the web of track.
    1. Fasten both flanges of studs to top and bottom tracks.
    2. Space studs as follows:
        a. Stud Spacing: 16 inches.

C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar configurations.
D. Align studs vertically where floor framing interrupts wall-framing continuity. Where studs cannot be aligned, continuously reinforce track to transfer loads.
E. Align floor and roof framing over studs according to AISI S200, Section C1. Where framing cannot be aligned, continuously reinforce track to transfer loads.
F. Anchor studs abutting structural columns or walls, including masonry walls, to supporting structure.

G. Install headers over wall openings wider than stud spacing. Locate headers above openings. Fabricate headers of compound shapes indicated or required to transfer load to supporting studs, complete with clip-angle connectors, web stiffeners, or gusset plates.
   1. Frame wall openings with not less than a double stud at each jamb of frame. Fasten jamb members together to uniformly distribute loads.
   2. Install tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with clip angles or by welding, and space jack studs same as full-height wall studs.

H. Install supplementary framing, blocking, and bracing in stud framing indicted to support fixtures, equipment, services, casework, heavy trim, furnishings, and similar work requiring attachment to framing.
   1. If type of supplementary support is not indicated comply with stud manufacturer's written recommendations and industry standards in each case considering weight or load resulting from item supported.

I. Install horizontal bridging in stud system, spaced vertically 48 inches. Fasten at each stud intersection.
   1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs with a minimum of two screws into each flange of the clip angle for framing members up to 6 inches deep.
   2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
   3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.

J. Install miscellaneous framing and connections, including supplementary framing, web stiffeners, clip angles, continuous angles, anchors, and fasteners to provide a complete and stable wall-framing system.

3.5 INSTALLATION OF EXTERIOR NON-LOAD BEARING WALL FRAMING

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.

B. Fasten both flanges of studs to top and bottom tracks unless otherwise indicated. Space studs as follows:
   1. Stud Spacing: 16 inches.

C. Set studs plumb except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.

D. Isolate non-load-bearing steel framing from building structure to prevent transfer to vertical loads while providing lateral support.
   1. Install single deep-leg deflection tracks and anchor to building structure.
   2. Install double deep-leg deflection tracks and anchor out track to building structure.

E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings but no more than 48 inches apart. Fasten at each stud intersection.
   1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened, to webs of punched studs.
   2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
   3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.

F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
   1. Install solid bocking at 96-inch centers.
G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners to provide a complete and stable wall-framing system.

3.6 INSTALLATION OF INTERIOR NON-LOAD BEARING WALL FRAMING

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.
B. Fasten both flanges of studs to top and bottom tracks unless otherwise indicated. Space studs as follows:
   1. Stud Spacing: 16 inches.
C. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
D. Isolate non-load bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
   1. Install single deep-leg deflection tracks and anchor to building structure.
   2. Install double deep-leg deflection tracks and anchor outer track to buiding structure.
E. Install horizontal bridging in wall studs, spaced vertically in rows indicaed on Shop Drawings but not more than 48 inches apart. Fasten at each stud intersection.
   1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened, to webs of punched studs.
   2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
   3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.
F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
   1. Install solid blocking at 96-inch centers.
G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners to provide a complete and stable wall-framing system.

3.7 INSTALLATION OF JOIST FRAMING

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.
B. Fasten both flanges of studs to top and bottom tracks unless otherwise indicated. Space studs as follows:
   1. Stud Spacing: 16 inches.
C. Set studs plumb except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
D. Isolate non-load-bearing steel framing from building structure to prevent transfer to vertical loads while providing lateral support.
   1. Install single deep-leg deflection tracks and anchor to building structure.

2. Install double deep-leg deflection tracks and anchor out track to building structure.

E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings but no more than 48 inches apart. Fasten at each stud intersection.
   1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened, to webs of punched studs.
   2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
   3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.

F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
   1. Install solid bocking at 96-inch centers.

G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners to provide a complete and stable wall-framing system.

3.8 INSTALLATION OF INTERIOR NON-LOAD BEARING WALL FRAMING

A. Install perimeter joist track sized to match joists. Align and securely anchor or fasten track to supporting structure at corners, ends, and spacing indicated on Shop Drawings.

B. Install joists bearing on supporting frame, level, straight, and plumb; adjust to final position, brace, and reinforce. Fasten joists to both flanges of joist track.
   1. Install joists over supporting frame with a minimm end bearing of 1-1/2 inches.
   2. reinforce ends and bearing oints of joists with web stiffeners, end clips, joist hangers, steel clip angles, or steel-stud sections.

C. Space joists not more than 2 inches from abutting walls and as follows:
   1. Joist Spacing: 24 inches.

D. Frame openings with built-up joist headers, consisting of jost and joist track or anothr combinaton of connected joists if indicated.

E. Install joist reinforcement at interior supports with single, short length of joist secction located directly over interior support, with lapped joists of equal length to joist reinforcement.
   1. Install web stiffeners to transfer axial loads of walls above.

F. Install bridging intervals indicaed on Shop Drawings.. Fasten at each joist intersection as follows:
   1. Joist-Track Bridging: Joist-track solid bocking of width and thickness indicated, secured to joist webs.
   2. Combination Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and joist-track solid blocking of width and thickness indicated. Fasten flat straps to bottom flange and secure solid blocking to joist webs.

G. Secure joists to load-bearing interior walls to prevent lateral movement of bottom flange.

H. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners to provide a complete and stable joist-framing assembly.

3.9 INSTALLATION TOLERANCES

A. Install cold-formed steel framing level plumb and true-to-line to a maximum allowable tolerance variation of 1/8-inch in 10 feet and as follows:
   1. Space individual framing members no more than plus or minus 1/8-inch from plan location. Cumulative errors are not to exceed minimum fastening requirements of sheathing or other finishing materials.

3.10 REPAIR

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A780 and manufacturer's written instructions.

3.11 FIELD QUALITY CONTROL

A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspectons and prpare test reports.
B. Field and shop welds will be subject to testing and inspecting.
C. Testing ageny will report test results promptly and in writing to Contractor and Architect.
D. Cold-formed steel framing will be considered defective if it does not pass tests and inspections.
E. Additional testing and inspecting, at Contractor's expense, will be performed tto determine compliance of replaced or additional work with specified requirements.

3.12 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptale to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 06 16 13 – INSULATING SHEATHING (ZIP SYSTEM R SHEATHING)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes insulating wall sheathing with integral water-resistive barrier and air barrier.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers (ASME): www.asme.org.
   1. ASME B18.6.1 - Wood Screws (Inch Series).
B. ASTM International (ASTM): www.astm.org.
   1. ASTM A153 - Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
   2. ASTM C1289 - Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
   3. ASTM D779 - Test Method for Water Resistance of Paper, Paperboard, and Other Sheet Materials by the Dry Indicator Method.
   4. ASTM D1621 - Test Method for Compressive Properties Of Rigid Cellular Plastics.
   5. ASTM D2247 - Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
   6. ASTM E96 - Test Methods for Water Vapor Transmission of Materials.
   7. ASTM E331 - Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
   8. ASTM E2357 - Test Method for Determining Air Leakage of Air Barrier Assemblies.
   9. ASTM F1667 - Specification for Driven Fasteners: Nails, Spikes, and Staples.
   10. ASTM G154 - Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
C. US Department of Commerce (DOC): http://gsi.nist.gov/global/index.cfm/L1-5/l2-44/A-355.
   1. DOC PS 2 - Performance Standard for Wood-Based Structural Panels.
D. International Code Council (ICC): www.iccsafe.org.
   1. ICC IBC - International Building Code.
   2. ICC IRC - International Residential Code for One and Two-Family Dwellings.
E. ICC Evaluation Service, Inc. (ICC-ES): www.icc-es.org.
   1. ICC-ES AC12 - Acceptance Criteria For Foam Plastic Insulation.
   2. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers.
   3. ICC-ES AC116 - Acceptance Criteria for Nails and Spikes.
   4. ICC-ES AC148 - Acceptance Criteria For Flexible Flashing Materials.
   5. ICC-ES AC201 - Acceptance Criteria for Staples.
   6. ICC-ES AC269 - Acceptance Criteria for Racking Shear Evaluation of Proprietary Sheathing Materials attached to Light-Frame Wall Construction or Code-Complying Sheathing Attached to Light-Framed Walls with Proprietary Fasteners.

7. ICC-ES AC310 - Acceptance Criteria for Water-Resistive Membranes Factory-bonded to Wood-based Structural Sheathing, Used as Water-Resistive Barriers.
8. ICC-ES ESR-1539 - Power Driven Staples and Nails for Use in Engineered and Non-Engineered Connections.
9. ICC-ES NER-272 - Power Driven Staples and Nails for Use in All Types of Building Construction.

F. Sustainable Forestry Initiative (SFI): www.sfiprogram.org/
1. SFI 2010 - 2014 Standard.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of sheathing product specified.

1.4 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: From ICC-ES, for wood sheathing and seam tape.
B. Product Certifications: From manufacturer, indicating that sheathing products comply with ICC-ES AC269 and ICC-ES AC310.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide wood products from manufacturer certified by SFI, FSC, or comparable sustainable forestry program acceptable to Engineer.
B. Provide wall sheathing products meeting requirements for water-resistive barrier in accordance with ICC-ES AC310.
C. Provide wall sheathing products meeting requirements of ICC-ES AC269.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's written instructions for protection of sheathing products from weather prior to installation.

1.7 WARRANTY

A. Special Manufacturer's Warranty: Manufacturer's standard form in which sheathing manufacturer agrees to repair or replace sheathing products that demonstrate deterioration or failure under normal use due to manufacturing defects within warranty period specified, when installed according to manufacturer's instructions.
1. Warranty Period for Sheathing Products: Thirty years following date of Substantial Completion.
2. Warranty Conditions: Special warranties exclude deterioration or failure due to structural movement resulting in stresses on sheathing products exceeding manufacturer's written specifications, or due to air or moisture infiltration resulting from cladding failure or mechanical damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Provide sheathing products manufactured by Huber Engineered Woods LLC, Charlotte NC; Phone: 800.933.9220; Website: www.zipsystem.com.

2.2 PERFORMANCE REQUIREMENTS

A. Air-Barrier Assembly Air Leakage: Less than 0.04 cubic feet per minute per square foot at 1.57 pound force per square foot, per ASTM E2375.
B. Water-Vapor Permeance, Facer: Minimum 12 perms, ASTM E96.
C. Weather Exposure: Manufacturer warranty applies for maximum allowable exposure period of 180 days.

2.3 MATERIALS

A. Oriented Strand Board: DOC PS 2, made with binder containing no added urea formaldehyde.
B. Rigid Foam Plastic Insulating Board: Rigid polyisocyanurate foam core complying with ASTM C1289 Type II, Class 2, and ICC-ES AC12, with coated glass fiber facers on both sides, with the following characteristics:
   1. Nominal Density: Two pounds per cubic foot.
   2. Compressive Strength, ASTM D1621: Not less than 20 psi.
   3. Vapor Permeance, ASTM E96: Less than 1.0 perm.
   4. Edge Configuration: Square finished.

2.4 COMPOSITE INSULATING WALL SHEATHING

A. Composite Insulating Wall Sheathing: Oriented-strand-board Exposure one sheathing 7/16-inch thick, with factory-laminated water-resistive barrier exterior facer, and with rigid foam plastic insulating board laminated to interior face.
   1. Basis-of-Design Product: Provide Huber Engineered Woods LLC; ZIP System R Sheathing.
   2. Span Rating and Performance Category of Sheathing Layer: Not less than 24/16; 7/16 Performance Category.
   3. Thickness: One inch.
   4. Thermal Resistivity (R Value): 6.6 degrees F by h by square foot/BTU by inches at 75 degrees F.
   5. Edge Profile: Square edge.
   6. Exterior Facer: Medium-density, phenolic-impregnated polymer-modified sheet material meeting requirements for ASTM D779 Grade D weather-resistive barrier in accordance with ICC AC38 and AC310, with fastener spacing symbols on exterior facer for 16-inch and 24-inch on center spacing, with the following characteristics
      a. Water Resistance of Coatings, ASTM D2247: Pass 14 day exposure test.
      b. Moisture Vapor Transmission, ASTM E96: Not less than 12 perms.
      c. Water Penetration, ASTM E331: Pass at 2.86 pound force per square foot.
      d. Wind Driven Rain, TAS-100: Pass.
      e. Accelerated Weathering, ASTM G154: Pass.

2.5 FASTENERS

A. Fasteners, General: Size and type complying with manufacturer's written instructions for Project conditions and requirements of authorities having jurisdiction.
   1. Corrosion Resistance: Hot-dip zinc coating, ASTM A153.
B. Nails, Brads, and Staples: ICC AC116 and ICC AC201.

C. Power-Driven Fasteners: ICC-ES-1539 or NER-272.
D. Wood Screws: ASME B18.6.1.

2.6 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIAL

A. Self-Adhering Seam and Flashing Tape: Pressure-sensitive, self-adhering, cold-applied, seam tape consisting of polyolefin film with acrylic adhesive, meeting ICC AC148.
   1. Basis-of-Design Product: Provide Huber Engineered Woods; ZIP System Tape.
   2. Thickness: 0.012-inch

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing spacing and alignment to determine if Work is ready to receive sheathing. Proceed with sheathing Work once conditions meet requirements.

3.2 SHEATHING INSTALLATION

A. Install sheathing panels in accordance with manufacturer's written instructions, requirements of applicable Evaluation Reports, and requirements of authorities having jurisdiction.
B. Air and Moisture Barrier: Coordinate sheathing installation with flashing and joint sealant installation and with adjacent building air and moisture barrier components to provide complete, continuous air- and moisture- barrier.
C. Do not bridge expansion joints; allow joint spacing equal to spacing of structural supports.
D. Install panels with laminated facer to exterior. Stagger end joints of adjacent panel runs.
   1. ICC-ES ESR-1539 OR ICC-NES NER-272 for power-drive fasteners.
   2. IBC: Table 2304.9.1 Fastening Schedule.
E. Apply seam tape at all panel seams, penetrations, and facer defects or cracks to form continuous weathertight surface. Apply tape according to manufacturer's written instructions and requirements of ICC-ES applicable to tape application.

END OF SECTION

SECTION 06 41 16 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plastic-laminate-clad architectural cabinets.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 08 71 00 "Door Hardware."
   3. Section 08 80 00 "Glazing."

1.2 COORDINATION

A. Hardware Coordination: Distribute copies of approved hardware schedule specified in Section 08 71 00 "Door Hardware" to manufacturer of architectural cabinets; coordinate Shop Drawings and fabrication with hardware requirements.

1.3 ACTION SUBMITTALS

A. Shop Drawings:
   1. Include Plans, elevations, Sections, and attachment details.
   2. Show locations and sizes of furring, blocking, and hanging strips if used, including concealed blocking and reinforcement specified in other Sections.
   3. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.

B. Samples for Verification: For the following:
   1. Plastic Laminates: In largest size available by manufacturer for each type, color, pattern, and surface finish required.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 degrees F and relative humidity between 25 and 55 percent during the remainder of the construction period.

B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the Engineerural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.

2.2 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 08 71 00 "Door Hardware."
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Accuride International.
      b. Blum, Julius & Co., Inc.
      c. CompX International, Inc.
      d. Grass America Inc.
      e. Hettich America L.P.
      f. Knape & Vogt Manufacturing Company.

B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 100 degrees of opening, self-closing.

C. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.

D. Wire Pulls: Back mounted, solid metal, 5 inches long, 2-1/2 inches deep, and 5/16-inch in diameter.

E. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests, B04081.

F. Shelf Rests: ANSI/BHMA A156.9, B04013; plastic two-pin plastic with shelf hold-down clip.

G. Drawer Slides: ANSI/BHMA A156.9.
   1. Grade 1 and Grade 2: Side mounted and extending under bottom edge of drawer.
      a. Type: Partial extension.
      b. Material: Zinc-plated steel with polymer rollers.
   2. For drawers more than 6 inches high or more than 24 inches wide, provide Grade 1HD-200.

H. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.

I. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.
   1. Matte Black: US19; ANSI/BHMA 622 for brass or bronze base.

J. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

2.3 FABRICATION

A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project Site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at Site, provide ample allowance for scribing, trimming, and fitting.
   1. Notify Engineer 7 days in advance of the dates and times architectural cabinet fabrication will be complete.
   2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
D. Install glass to comply with applicable requirements in Section 08 80 00 "Glazing" and in GANA's "Glazing Manual."
   1. For glass in frames, secure glass with removable stops.
   2. For exposed glass edges, polish and grind smooth.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

A. Assemble cabinets and complete fabrication at Project Site to extent that it was not completed in the shop.
B. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.

C. Install cabinets level, plumb, and true in line to a tolerance of 1/8-inch in 96 inches using concealed shims.
   1. Scribe and cut cabinets to fit adjoining Work, refinish cut surfaces, and repair damaged finish at cuts.
   2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
B. Clean, lubricate, and adjust hardware.
C. Clean cabinets on exposed and semi-exposed surfaces.

END OF SECTION

SECTION 06 64 00 - PLASTIC PANELING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plastic sheet paneling.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install plastic paneling until spaces are enclosed and weathertight and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain plastic paneling and trim accessories from single manufacturer.

2.2 PLASTIC SHEET PANELING

A. Glass-Fiber-Reinforced Plastic Paneling: Gelcoat-finished, glass-fiber-reinforced plastic panels complying with ASTM D5319.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Crane Composites, Inc.
      b. Glasteel.
      c. Marlite.
      d. Nudo Products, Inc.
B. Plastic Sheet Paneling Type-A (FRP1): Basis of Design product is Standard FRP manufactured by Marlite, Inc., Arlington, Texas.
   1. Surface-Burning Characteristics: As follows when tested by a qualified testing agency in accordance with ASTM E84. Identify products with appropriate markings of applicable testing agency.
      a. Flame-Spread Index: 200 or less.
      b. Smoke-Developed Index: 450 or less.
   2. Nominal Thickness: Not less than 0.09-inch.
   3. Surface Finish: Molded pebble texture.
   4. Color: Medium Gray P 430N.

C. Plastic Sheet Paneling Type-B (FRP2): Basis of Design product is Symetrix SmartSeam FRP Panels manufactured by Marlite, Inc., Arlington, Texas.
   1. Surface-Burning Characteristics: As follows when tested by a qualified testing agency in accordance with ASTM E84. Identify products with appropriate markings of applicable testing agency.
      a. Flame-Spread Index: 200 or less.
      b. Smoke-Developed Index: 450 or less.
   2. Nominal Thickness: Not less than 0.09-inch.
   3. Surface Configuration: Subway Vertical 3 inch by 6 inch tile configuration.
   4. Surface Finish: Satin.
   5. Color: Black with White Grout Lines, SS105-G63.

2.3 ACCESSORIES

A. Trim Accessories: Manufacturer's standard one-piece vinyl extrusions designed to retain and cover edges of panels. Provide division bars, inside corners, and caps as needed to conceal edges.
   1. Color: Match panels.
B. Adhesive: As recommended by plastic paneling manufacturer.
C. Sealant: Mildew-resistant, single-component, neutral-curing silicone sealant recommended by plastic paneling manufacturer.
   1. Sealant shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers." The building concentration of formaldehyde shall not exceed half of the indoor recommended exposure limit, or 33 micrograms per cubic meter, and that of acetaldehyde shall not exceed 9 micrograms per cubic meter.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove wallpaper, vinyl wall covering, loose or soluble paint, and other materials that might interfere with adhesive bond.
B. Prepare substrate by sanding high spots and filling low spots as needed to provide flat, even surface for panel installation.
C. Clean substrates of substances that could impair adhesive bond including oil, grease, dirt, and dust.
D. Condition panels by unpacking and placing in installation space before installation according to manufacturer's written recommendations.

E. Lay out paneling before installing. Locate panel joints to provide equal panels at ends of walls not less than half the width of full panels.
   1. Mark plumb lines on substrate at panel joint locations for accurate installation.
   2. Locate trim accessories or panel joints to allow clearance at panel edges according to manufacturer's written instructions.

3.3 INSTALLATION

A. Install plastic paneling according to manufacturer's written instructions.
B. Install panels in a full spread of adhesive.
C. Install trim accessories with adhesive. Do not fasten through panels.
D. Fill grooves in trim accessories with sealant before installing panels, and bed inside corner trim in a bead of sealant.
E. Maintain uniform space between panels and wall fixtures. Fill space with sealant.
F. Remove excess sealant and smears as paneling is installed. Clean with solvent recommended by sealant manufacturer and then wipe with clean dry cloths until no residue remains.

END OF SECTION

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Glass-fiber blanket insulation.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 06 16 13 "Insulating Sheathing" for foam-plastic board sheathing installed directly over wood or steel framing.
   3. Section 09 29 00 "Gypsum Board" for sound attenuation blanket used as acoustic insulation.
   4. Section 13 34 19 "Metal Building Systems" for glass-fiber blanket insulation installed within metal building system.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Glass-fiber blanket insulation.

1.3 INFORMATIONAL SUBMITTALS

A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.
   1. Sign, date, and post the certification in a conspicuous location on Project Site.
B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
C. Research Reports: For foam-plastic insulation, from ICC-ES.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 GLASS-FIBER BLANKET INSULATION

A. Glass-Fiber Blanket Insulation, Polypropylene-Scrim-Kraft Faced: ASTM C665, Type II (nonreflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier).
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. CertainTeed Corporation.
      b. CertainTeed Insulation.
      c. Johns Manville; a Berkshire Hathaway company.
      d. Knauf Insulation.

e. Owens Corning.

2. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

2.2 ACCESSORIES

A. Insulation for Miscellaneous Voids:
1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of five, per ASTM E84.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.
B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
4. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
5. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
a. Exterior Walls: Set units with facing placed toward exterior of construction.
b. Interior Walls: Set units with facing placed toward areas of high humidity.

B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
   1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 pounds per cubic feet.

3.4 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.
B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Formed wall sheet metal fabrications.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 13 34 19 "Metal Building Systems" for sheet metal flashing and trim integral with metal wall panels.

1.2 COORDINATION

A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following:
   1. Underlayment materials.
   2. Elastomeric sealant.
   3. Butyl sealant.

1.4 CLOSEOUT SUBMITTALS

A. Special warranty.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
   1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
   2. Protect stored sheet metal flashing and trim from contact with water.
B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Engineerural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

2.2 SHEET METALS

A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Stainless Steel Sheet: ASTM A240, Type 316, dead soft, fully annealed; with smooth, flat surface.

2.3 MISCELLANEOUS MATERIALS

A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
   1. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.

C. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187.

2.4 WALL SHEET METAL FABRICATIONS

A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch-long, but not exceeding 12-foot-long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch-high, end dams. Fabricate from the following materials:
   1. Stainless Steel: 0.0156-inch thick.

B. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend beyond wall openings. Form head and sill flashing with 2-inch-high, end dams. Fabricate from the following materials:
   1. Stainless Steel: 0.0156-inch thick.

C. Wall Expansion-Joint Cover: Fabricate from the following materials:
   1. Stainless Steel: 0.0188-inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
   1. Verify compliance with requirements for installation tolerances of substrates.
   2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
   3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
   1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
   2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
   3. Anchor sheet metal flashing and trim and other components of the Work securely in place with provisions for thermal and structural movement.
   4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
   5. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
   6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
   7. Do not field cut sheet metal flashing and trim by torch.

B. Metal Protection: Where dissimilar metals contact each other or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
   1. Coat concealed side of stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
   2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
   1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
   2. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Conceal fasteners and expansion provisions where possible in exposed Work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
F. Seal joints as required for watertight construction.
   1. Use sealant-filled joints unless otherwise indicated.

3.3 INSTALLATION OF WALL FLASHINGS

A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend beyond wall openings.

3.4 CLEANING

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
B. Clean off excess sealants.

3.5 PROTECTION

A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
C. Maintain sheet metal flashing and trim in clean condition during construction.
D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Engineer.

END OF SECTION

SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes hollow-metal Work.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 08 71 00 "Door Hardware" for door hardware for hollow-metal doors.

1.2 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.3 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting Drawings, templates, and directions for installing anchorages including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project Site in time for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, core descriptions, and finishes.
B. Shop Drawings: Include the following:
   1. Elevations of each door type.
   2. Details of doors including vertical- and horizontal-edge details and metal thicknesses.
   3. Frame details for each frame type including dimensioned profiles and metal thicknesses.
   4. Locations of reinforcement and preparations for hardware.
   5. Details of each different wall opening condition.
   6. Details of anchorages, joints, field splices, and connections.
   7. Details of accessories.
   8. Details of moldings, removable stops, and glazing.
   9. Details of conduit and preparations for power, signal, and control systems.
C. Schedule: Provide a schedule of hollow-metal Work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal Work palletized, packaged, or crated to provide protection during transit and Project Site storage. Do not use non-vented plastic.
   1. Provide additional protection to prevent damage to factory-finished units.

B. Store hollow-metal work vertically under cover at Project Site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain hollow-metal Work from single source from single manufacturer.

2.2 INTERIOR DOORS AND FRAMES

A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances and as specified.
B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2 at locations indicated in the Door and Frame Schedule.
   1. Physical Performance: Level B according to SDI A250.4.
   2. Doors:
      a. Type: As indicated in the Door and Frame Schedule.
      b. Thickness: One-and-three-fourth inches.
      c. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
   3. Frames:
      a. Construction: Face welded.
   4. Exposed Finish: Prime.

2.3 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances and as specified.
B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3.
   1. Physical Performance: Level A according to SDI A250.4.
   2. Doors:
      a. Type: As indicated in the Door and Frame Schedule.
      b. Thickness: One-and-three-fourth inches.
      c. Face: Metallic-coated steel sheet, minimum thickness of 0.053-inch, with minimum A40 coating.
   3. Frames:
      a. Construction: Face welded.
   4. Exposed Finish: Prime.

2.4 BORROWED LITES

A. Hollow-metal frames of uncoated steel sheet, minimum thickness of 0.053-inch.
B. Construction: Face welded.

2.5 FRAME ANCHORS

A. Jamb Anchors:
   1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042-inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177-inch thick.
   2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042-inch thick.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042-inch, and as follows:
   1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

2.6 MATERIALS

A. Hot-Rolled Steel Sheet: ASTM A1011, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

B. Frame Anchors: ASTM A879, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

C. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153.

D. Grout: ASTM C476, except with a maximum slump of 4 inches, as measured according to ASTM C143.

E. Mineral-Fiber Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics.

F. Glazing: Comply with requirements in Section 08 80 00 "Glazing."

G. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15 mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.7 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project Site, clearly identify Work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Doors:
   1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026-inch, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches apart. Spot weld to face sheets no more than 5 inches on center. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
   2. Vertical Edges for Single-Acting Doors: Provide beveled or square edges at manufacturer's discretion.
   3. Bottom Edge Closures: Close bottom edges of doors with end closures or channels of same material as face sheets.
   4. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
   1. Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
   2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
   3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
   4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
   5. Jamb Anchors: Provide number and spacing of anchors as follows:
      a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches on center and as follows:
         1) Three anchors per jamb up to 60 inches high.
         2) Four anchors per jamb from 60 to 90 inches high.
         3) Five anchors per jamb from 90 to 96 inches high.
         4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
      b. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches on center.
   6. Head Anchors: Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions.
   7. Door Silencers: Drill stops to receive door silencers where specified in Section 08 71 00 "Door Hardware." Keep holes clear during construction.

D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.

E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
   1. Reinforce doors and frames to receive non-templated, mortised, and surface-mounted door hardware.
   2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.8 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
   1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
B. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
    1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
        a. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
        b. Install frames with removable stops located on secure side of opening.
        c. Install door silencers in frames before grouting.
        d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
        e. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
        f. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
    2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
    3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
    4. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
    5. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

a. Squareness: Plus or minus 1/16-inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
b. Alignment: Plus or minus 1/16-inch, measured at jambs on a horizontal line parallel to plane of wall.
c. Twist: Plus or minus 1/16-inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
d. Plumbness: Plus or minus 1/16-inch, measured at jambs at floor.

C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
1. Non-Fire-Rated Steel Doors:
a. Between Door and Frame Jambs and Head: One-eighth-inch plus or minus 1/32-inch.
b. Between Edges of Pairs of Doors: One-eighth-inch to 1/4-inch plus or minus 1/32-inch.
c. At Bottom of Door: Three-fourth-inch plus or minus 1/32-inch.
d. Between Door Face and Stop: One-sixteenth-inch to 1/8-inch plus or minus 1/32-inch.

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave Work in complete and proper operating condition. Remove and replace defective Work, including hollow-metal Work that is warped, bowed, or otherwise unacceptable.
B. Remove grout and other bonding material from hollow-metal Work immediately after installation.
C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION

SECTION 08 33 23 - OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Insulated service doors.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type and size of overhead coiling door and accessory.
   1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
   1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
   2. Show locations of controls, locking devices, detectors or replaceable fusible links, and other accessories.
   3. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DOOR ASSEMBLY

A. Door: Overhead coiling door formed with curtain of interlocking metal slats.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Overhead Door Corporation.

b. Raynor Garage Doors.
c. Windsor Door.

B. Operation Cycles: Door components and operators capable of operating for not less than 20,000.
C. Door Curtain Material: Galvanized steel.
D. Door Curtain Slats: Curved profile slats of center-to-center height.
E. Hood: Galvanized steel.
F. Locking Devices: Equip door with slide bolt for padlock and chain lock keeper.
G. Electric Door Operator:
1. Usage Classification: Medium duty, up to 12 cycles per hour and up to 50 cycles per day.
2. Safety: Listed according to UL 325 by a qualified testing agency for commercial or industrial use.
3. Motor Exposure: Interior.
4. Motor Electrical Characteristics:
a. Horsepower: One-half horse power.
b. Voltage: 115V AC, single phase, 60 Hz.
5. Emergency Manual Operation: Crank type.
6. Control Station(s): Interior mounted.
H. Door Finish:
1. Baked-Enamel or Powder-Coated Finish: Color as selected by Engineer from manufacturer's full range.
2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

2.2 MATERIALS, GENERAL

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 HOODS

A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
1. Include automatic drop baffle on fire-rated doors to guard against passage of smoke or flame.
2. Exterior-Mounted Doors: Fabricate hood to act as weather protection and with a perimeter sealant-joint-bead profile for applying joint sealant.

2.4 LOCKING DEVICES

A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.
B. Safety Interlock Switch: Equip power-operated doors with safety interlock switch to disengage power supply when door is locked.

2.5 MANUAL DOOR OPERATORS

A. General: Equip door with manual door operator by door manufacturer.
B. Crank Operator: Consisting of crank and crank gearbox, steel crank drive shaft, and gear-reduction unit, of type indicated. Size gears to require not more than force to turn crank. Fabricate gearbox to be oiltight and to completely enclose operating mechanism. Provide manufacturer's standard crank-locking device.

2.6 ELECTRIC DOOR OPERATORS

A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycles requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
   1. Comply with NFPA 70.
   2. Control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24V AV or DC.
B. Motors: Reversible-type motor with controller (disconnect switch) for motor exposure indicated for each door assembly.
C. Control Station: Three-button control station in fixed location with momentary-contact push-button controls labeled "Open" and "Stop" and sustained- or constant-pressure push-button control labeled "Close."
D. Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 30 pound force.
E. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
B. Power-Operated Doors: Install automatic garage doors openers according to UL 325.

END OF SECTION

SECTION 08 41 13 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Aluminum-framed storefront systems.
   2. Aluminum-framed entrance door systems.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project Site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, Sections, full-size details, and attachments to other Work.
   1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
   2. Include full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
      a. Joinery, including concealed welds.
      b. Anchorage.
      c. Expansion provisions.
      d. Glazing.
      e. Flashing and drainage.
   3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
   4. Include point-to-point wiring diagrams showing the following:
      a. Power requirements for each electrically operated door hardware.
      b. Location and types of switches, signal device, conduit sizes, and number and size of wires.

C. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.

1.4 INFORMATIONAL SUBMITTALS

A. Certificates:
   1. Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer.
      a. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For aluminum-framed entrances and storefronts.

1.6 QUALITY ASSURANCE

A. Qualifications:
   1. Installers: An entity that employs installers and supervisors who are trained and approved by manufacturer and that employs a qualified glazing Contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AG&M) contractors and that employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.
   2. Delegated Design Engineer: A professional Engineer who is legally qualified to practice in state where Project is located and who is experienced in providing engineering services of the type indicated.
   3. Laboratory Mockup Testing Agency: Qualified in accordance with ASTM E699 for testing indicated.
   4. Testing Agency: Qualified in accordance with ASTM E699 for testing indicated and accredited by IAS or ILAC Mutual Recognition Arrangement as complying with ISO/IEC 17025 and acceptable to Owner and Engineer.
   5. Egress Door Inspector: Inspector for field quality-control inspections of egress door assemblies shall comply with qualifications set forth in NFPA 101, Section 7.2.1.15.4 and the following:
      a. DHI's Fire and Egress Door Assembly Inspector (FDAI) certification.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures including, but not limited to, excessive deflection.
      b. Noise or vibration created by wind and thermal and structural movements.
      c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
      d. Water penetration through fixed glazing and framing areas.
      e. Failure of operating components.
   2. Warranty Period: Two years from date of Substantial Completion.

B. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
   1. Deterioration includes, but is not limited to, the following:
      a. Color fading more than 5 Delta E units when tested in accordance with ASTM D 2244.
      b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D 4214.
      c. Cracking, peeling, or chipping.
   2. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Commercial Architectural Products, Inc.
   2. EFCO Corporation.
   3. Kawneer North America, an Arconic company.
   4. Oldcastle BuildingEnvelope (OBE); CRH Americas.
   5. Trulite Glass & Aluminum Solutions, LLC.
   6. Tubelite Inc.
   7. U.S. Aluminum; a brand of C.R. Laurence.

B. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
   1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
   2. Failure also includes the following:
      a. Thermal stresses transferring to building structure.
      b. Glass breakage.
      c. Noise or vibration created by wind and thermal and structural movements.
      d. Loosening or weakening of fasteners, attachments, and other components.
      e. Failure of operating units.

B. Structural Loads:
   1. Wind Loads: As indicated on Drawings.
   2. Other Design Loads: As indicated on Drawings.

C. Deflection of Framing Members Supporting Glass: At design wind load, as follows:
   1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans of up to 13 feet 6 inches and to 1/240 of clear span plus 1/4-inch for spans greater than 13 feet 6 inches.
   2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8-inch.

D. Structural: Test in accordance with ASTM E330/E330M as follows:
   1. When tested at positive and negative wind-load design pressures, storefront assemblies, including entrance doors, do not evidence deflection exceeding specified limits.

2. When tested at 150 percent of positive and negative wind-load design pressures, storefront assemblies, including entrance doors and anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

E. Water Penetration under Static Pressure: Test in accordance with ASTM E331 as follows:
1. No evidence of water penetration through fixed glazing and framing areas, including entrance doors, when tested in accordance with a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 10 pound force per square foot.
2. Maximum Water Leakage: In accordance with AAMA 501.1. Water leakage does not include water controlled by flashing and gutters, or water that is drained to exterior.

F. Energy Performance: Certified and labeled by manufacturer for energy performance as follows:
1. Thermal Transmittance (U-factor):
a. Fixed Glazing and Framing Areas: U-factor for the system of not more than 0.45 Btu per square foot by h by degrees F as determined in accordance with NFRC 100.
b. Entrance Doors: U-factor of not more than 0.77 Btu per square foot by h by degrees F as determined in accordance with NFRC 100.
2. Solar Heat-Gain Coefficient (SHGC):
a. Fixed Glazing and Framing Areas: SHGC for the system of not more than 0.35 as determined in accordance with NFRC 200.
b. Entrance Doors: SHGC of not more than 0.25 as determined in accordance with NFRC 200.
3. Air Leakage:
a. Fixed Glazing and Framing Areas: Air leakage for the system of not more than 0.06-cubic foot per minute per square foot at a static-air-pressure differential of 1.57 pounds of force per square foot when tested in accordance with ASTM E283.
b. Entrance Doors: Air leakage of not more than 1.0 cubic foot per minute per square foot at a static-air-pressure differential of 1.57 pounds of force per square foot.
4. Condensation Resistance Factor (CRF):
a. Fixed Glazing and Framing Areas: CRF for the system of not less than 55 as determined in accordance with AAMA 1503.
b. Entrance Doors: CRF of not less than 63 as determined in accordance with AAMA 1503.

G. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes.
1. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.
2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested in accordance with AAMA 501.5.
a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 degrees F.
b. Low Exterior Ambient-Air Temperature: Zero degrees F.
c. Interior Ambient-Air Temperature: 75 degrees F.

2.3 STOREFRONT SYSTEMS

A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
   1. Exterior Framing Construction: Thermally broken.
   2. Fabrication Method: Field-fabricated stick system.
   3. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
   4. Steel Reinforcement: As required by manufacturer.

B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

2.4 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing or automatic operation.
   1. Door Construction: One-and-three-fourths-inch overall thickness, with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
   2. Door Design: Wide stile; 5-inch nominal width.
   3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
      a. Provide nonremovable glazing stops on outside of door.
   4. Finish: Match adjacent storefront framing finish.

2.5 ENTRANCE DOOR HARDWARE

A. General:
   1. Door Hardware: Hardware not specified in this Section is specified in Section 08 71 00 "Door Hardware."
   2. Cylinders: As specified in Section 08 71 00 "Door Hardware."
   3. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.

B. Hardware sets for aluminum doors located in Section 08 71 00.10 "Door Hardware Schedule."
   1. Weather Stripping: Manufacturer's standard replaceable components.
   2. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
   3. Thresholds: BHMA A156.21 raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2-inch.

2.6 GLAZING

A. Glazing: Comply with Section 08 80 00 "Glazing."Glazing."

B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

C. Glazing Sealants: As recommended by manufacturer.

D. Structural Glazing Sealants: ASTM C1184 chemically curing silicone formulation that is compatible with system components with which it comes in contact; specifically formulated and tested for use as structural sealant and approved by structural-sealant manufacturer for use in storefront system indicated.
   1. Color: Black.
   2. Weatherseal Sealants: ASTM C920 for Type S; Grade NS; Class 25; Uses NT, G, A, and O; chemically curing silicone formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and structural-sealant-glazed storefront manufacturers for this use.
      a. Color: Match structural sealant.

2.7 MATERIALS

A. Sheet and Plate: ASTM B209.
B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221.
C. Structural Profiles: ASTM B308/B308M.

2.8 ACCESSORIES

A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
   1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
   2. Reinforce members as required to receive fastener threads.
   3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
B. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
C. Bituminous Paint: Cold-applied asphalt-mastic paint containing no asbestos, formulated for 30-mil thickness per coat.
D. Rigid PVC filler.

2.9 FABRICATION

A. Form or extrude aluminum shapes before finishing.
B. Fabricate components that, when assembled, have the following characteristics:
   1. Profiles that are sharp, straight, and free of defects or deformations.
   2. Accurately fitted joints with ends coped or mitered.
   3. Physical and thermal isolation of glazing from framing members.
   4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
   5. Provisions for field replacement of glazing from exterior.
   6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
C. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
D. Storefront Framing: Fabricate components for assembly using screw-spline system.

E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
   1. At interior and exterior doors, provide compression weather stripping at fixed stops.
F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
   1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
   2. At exterior doors, provide weather sweeps applied to door bottoms.
G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
H. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

2.10 ALUMINUM FINISHES

A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018-millimeter or thicker.
   1. Color: black.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Comply with manufacturer's written instructions.
B. Do not install damaged components.
C. Fit joints to produce hairline joints free of burrs and distortion.
D. Rigidly secure nonmovement joints.
E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
F. Seal perimeter and other joints watertight unless otherwise indicated.
G. Metal Protection:
   1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
   2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
H. Set continuous sill members and flashing in full sealant bed, as specified in Section 07 92 00 "Joint Sealants," to produce weathertight installation.
I. Install joint filler behind sealant as recommended by sealant manufacturer.
J. Install components plumb and true in alignment with established lines and grades.

3.3 INSTALLATION OF GLAZING

A. Install glazing as specified in Section 08 80 00 "Glazing."

3.4 INSTALLATION OF STRUCTURAL GLAZING

A. Prepare surfaces that will contact structural sealant in accordance with sealant manufacturer's written instructions, to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
B. Set glazing into framing in accordance with sealant manufacturer and framing manufacturer's written instructions and standard practice. Use a spacer or backer as recommended by manufacturer.
C. Set glazing with proper orientation so that coatings face exterior or interior as specified.
D. Hold glazing in place using temporary retainers of type and spacing recommended by manufacturer until structural sealant joint has cured.
E. Apply structural sealant to completely fill cavity in accordance with sealant manufacturer and framing manufacturer's written instructions and in compliance with local codes.
F. Apply structural sealant at temperatures indicated by sealant manufacturer for type of sealant.
G. Allow structural sealant to cure in accordance with manufacturer's written instructions.
H. Clean and protect glass as indicated in Section 08 80 00 "Glazing."

3.5 INSTALLATION OF WEATHERSEAL SEALANT

A. After structural sealant has completely cured, remove temporary retainers and insert backer rod between lites of glass as recommended by sealant manufacturer.
B. Install weatherseal sealant to completely fill cavity, in accordance with sealant manufacturer's written instructions, to produce weatherproof joints.

3.6 INSTALLATION OF ALUMINUM-FRAMED ENTRANCE DOORS

A. Install entrance doors to produce smooth operation and tight fit at contact points.
    1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
    2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware in accordance with entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.7 ERECTION TOLERANCES

A. Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:
    1. Plumb: 1/8-inch in 10 feet; 1/4 inch in 40 feet.
    2. Level: 1/8-inch in 20 feet; 1/4-inch in 40 feet.
    3. Alignment:
        a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2-inch wide, limit offset from true alignment to 1/1- inch.
        b. Where surfaces are separated by reveal or protruding element from 1/2-inch to 1 inch wide, limit offset from true alignment to 1/8-inch.

c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4-inch.

4. Location: Limit variation from plane to 1/8-inch in 12 feet; 1/2-inch over total length.

END OF SECTION

SECTION 08 80 00 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Glass products.
   2. Insulating glass.
   3. Glazing tapes.
   4. Miscellaneous glazing materials.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.

B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.

C. IBC: International Building Code.

D. Interspace: Space between lites of an insulating-glass unit.

1.3 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
   1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. General Glass Manufactures: Unless specified otherwise and subject to compliance with requirements, provide products by the following:
   1. AGC Glass Company North America, Inc.
   2. Guardian Glass; SunGuard.
   3. Pilkington North America.
   4. Viracon, Inc.
   5. Vitro Architectural Glass.

2.2 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined in accordance with the IBC and ASTM E1300:
   1. Design Wind Pressures: As indicated on Drawings.
      a. Wind Design Data: As indicated on Drawings.
   2. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.

C. Safety Glazing: Where safety glazing is indicated or required by IBC or other code, provide glazing that complies with 16 CFR 1201, Category II.

D. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
   1. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
   2. U-Factors: Center-of-glazing values, in accordance with NFRC 100 and based on most current non-beta version of LBL's WINDOW computer program, expressed as Btu per square feet by hour by degrees F.

2.3 GLASS PRODUCTS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
   1. NGA Publications: "Glazing Manual."
   2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
   3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
   4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
   1. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project.

D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.4 GLASS PRODUCTS

A. Reflective- and Low-E-Coated Vision Glass: ASTM C1376.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Cardinal Glass Industries.
      b. Guardian Glass; SunGuard.
      c. Saint-Gobain Glass Exprover NA.
      d. Vitro Architectural Glass.

2.5 INSULATING GLASS

A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
   1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
   2. Desiccant: Molecular sieve, silica gel, or a blend of both.

2.6 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
   1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
   2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

2.7 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
C. Setting Blocks:
   1. Type recommended in writing by sealant or glass manufacturer.
D. Spacers:
   1. Type recommended in writing by sealant or glass manufacturer.
E. Edge Blocks:
   1. Type recommended in writing by sealant or glass manufacturer.

2.8 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
   1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
      a. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
   2. Presence and functioning of weep systems.
   3. Minimum required face and edge clearances.
   4. Effective sealing between joints of glass-framing members.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project Site and legally dispose off Project Site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
F. Provide spacers for glass lites where length plus width is larger than 50 inches.
    1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
    2. Provide 1/8-inch-minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.
H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

3.4 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
B. Install tapes continuously but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
E. Do not remove release paper from tape until right before each glazing unit is installed.
F. Apply heel bead of elastomeric sealant.

G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 CLEANING AND PROTECTION

A. Immediately after installation, remove non-permanent labels and clean surfaces.
B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
    1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
C. Remove and replace glass that is damaged during construction period.
D. Wash glass on both exposed surfaces not more than 4 days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.
    1. Safety glazing required.

3.6 INSULATING GLASS SCHEDULE

A. Low-E-Coated, Tinted Insulating Glass Type G12:
    1. Overall Unit Thickness: 1 inch.
    2. Minimum Thickness of Each Glass Lite: 6 millimeters.
    3. Outdoor Lite: Tinted float glass.
    4. Tint Color: Gray.
    5. Interspace Content: Air.
    6. Indoor Lite: Clear float glass.
    7. Low-E Coating: Sputtered on second surface.
    8. Summer Daytime U-Factor: 0.22 maximum.
    9. SGHC: .25 maximum.

END OF SECTION

SECTION 08 80 00 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Glass products.
   2. Insulating glass.
   3. Glazing tapes.
   4. Miscellaneous glazing materials.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.

B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.

C. IBC: International Building Code.

D. Interspace: Space between lites of an insulating-glass unit.

1.3 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
   1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. General Glass Manufactures: Unless specified otherwise and subject to compliance with requirements, provide products by the following:
   1. AGC Glass Company North America, Inc.
   2. Guardian Glass; SunGuard.
   3. Pilkington North America.
   4. Viracon, Inc.
   5. Vitro Architectural Glass.

2.2 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined in accordance with the IBC and ASTM E1300:
   1. Design Wind Pressures: As indicated on Drawings.
      a. Wind Design Data: As indicated on Drawings.
   2. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.

C. Safety Glazing: Where safety glazing is indicated or required by IBC or other code, provide glazing that complies with 16 CFR 1201, Category II.

D. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
   1. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
   2. U-Factors: Center-of-glazing values, in accordance with NFRC 100 and based on most current non-beta version of LBL's WINDOW computer program, expressed as Btu per square feet by hour by degrees F.

2.3 GLASS PRODUCTS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
   1. NGA Publications: "Glazing Manual."
   2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
   3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
   4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
   1. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project.

D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.4 GLASS PRODUCTS

A. Reflective- and Low-E-Coated Vision Glass: ASTM C1376.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Cardinal Glass Industries.
      b. Guardian Glass; SunGuard.
      c. Saint-Gobain Glass Exprover NA.
      d. Vitro Architectural Glass.

2.5 INSULATING GLASS

A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
   1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
   2. Desiccant: Molecular sieve, silica gel, or a blend of both.

2.6 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
   1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
   2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

2.7 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
C. Setting Blocks:
   1. Type recommended in writing by sealant or glass manufacturer.
D. Spacers:
   1. Type recommended in writing by sealant or glass manufacturer.
E. Edge Blocks:
   1. Type recommended in writing by sealant or glass manufacturer.

2.8 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
   1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
      a. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
   2. Presence and functioning of weep systems.
   3. Minimum required face and edge clearances.
   4. Effective sealing between joints of glass-framing members.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project Site and legally dispose off Project Site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
F. Provide spacers for glass lites where length plus width is larger than 50 inches.
    1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
    2. Provide 1/8-inch-minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.
H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

3.4 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
B. Install tapes continuously but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
E. Do not remove release paper from tape until right before each glazing unit is installed.
F. Apply heel bead of elastomeric sealant.

G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 CLEANING AND PROTECTION

A. Immediately after installation, remove non-permanent labels and clean surfaces.
B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
    1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
C. Remove and replace glass that is damaged during construction period.
D. Wash glass on both exposed surfaces not more than 4 days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.
    1. Safety glazing required.

3.6 INSULATING GLASS SCHEDULE

A. Low-E-Coated, Tinted Insulating Glass Type G12:
    1. Overall Unit Thickness: 1 inch.
    2. Minimum Thickness of Each Glass Lite: 6 millimeters.
    3. Outdoor Lite: Tinted float glass.
    4. Tint Color: Gray.
    5. Interspace Content: Air.
    6. Indoor Lite: Clear float glass.
    7. Low-E Coating: Sputtered on second surface.
    8. Summer Daytime U-Factor: 0.22 maximum.
    9. SGHC: .25 maximum.

END OF SECTION

SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Non-load-bearing steel framing systems for interior partitions.
   2. Suspension systems for interior ceilings and soffits.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of code-compliance certification for studs and tracks.

1.4 QUALITY ASSURANCE

A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association, the Steel Stud Manufacturers Association, or the Supreme Steel Framing System Association.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Notify manufacturer of damaged materials received prior to installation.
B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Horizontal Deflection: For composite and non-composite wall assemblies, limited to following ratios of the wall height based on horizontal loading of 5 pounds of force per square foot.
   1. Plaster: 1/360.
   2. Gypsum Board and Other Finishes: 1/240.
B. Design Loads: As indicated on architectural Drawings or 5 pounds of force per square foot minimum as required by the IBC.

2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with AISI S220 for conditions indicated.
   1. Steel Sheet Components: Comply with AISI S220 requirements for metal unless otherwise indicated
   2. Protective Coating: Comply with AISI S220; ASTM A653, G40; or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
      a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.

B. Studs and Track: AISI S220.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. CEMCO; California Expanded Metal Products Co.
      b. ClarkDietrich.
      c. Jaimes Industries.
   2. Minimum Base-Steel Thickness: As required by performance requirements for horizontal deflection.
   3. Depth: As indicated on Drawings.

2.3 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A641, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

B. Wire Hangers: ASTM A641, Class 1 zinc coating, soft temper, 0.16-inch in diameter.

2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.
   1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
   1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C754.
   1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
D. Install bracing at terminations in assemblies.
E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
C. Install studs so flanges within framing system point in same direction.
D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
   1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
      a. Install two studs at each jamb unless otherwise indicated.
      b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
      c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
   2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
E. Direct Furring:
   1. Screw to wood framing.
   2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches on center.
F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8-inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING CEILING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
   1. Hangers: 48 inches on center.
B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:
   1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
      a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
   2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
      a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
   3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
   4. Do not attach hangers to steel roof deck.
   5. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
   6. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
   7. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Installation Tolerances: Install suspension systems that are level to within 1/8-inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Interior gypsum board.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 09 22 16 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Gypsum wallboard.
   2. Gypsum board, Type X.
   3. Interior trim.
   4. Joint treatment materials.
   5. Laminating adhesive.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
C. Do not install panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

A. Manufacturers: Unless noted otherwise and subject to compliance with requirements, provide products by the following:
   1. Georgia-Pacific Gypsum LLC.
   2. National Gypsum Company.
   3. USG Corporation.

B. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

A. Gypsum Wallboard: ASTM C1396.
   1. Thickness: Five-eighths-inch.
   2. Long Edges: Tapered.
B. Gypsum Board, Type X: ASTM C1396.
   1. Thickness: Five-eighths-inch.
   2. Long Edges: Tapered.

2.3 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.
   1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
   2. Shapes:
      a. Cornerbead.
      b. U-Bead: J-shaped; exposed short flange does not receive joint compound.
      c. Expansion (control) joint.
      d. Base-of-Wall Moisture Barrier Trim: Galvanized-steel sheet, 2 inches high to extruded PVC, 1/2-inch high.
         1) Manufacturers: Subject to compliance with requirements, provide products by the following:
            a) VersaDry, LLC.
            b) Waterguard.

2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475.
B. Joint Tape:
   1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
   1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
   2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
      a. Use setting-type compound for installing paper-faced metal trim accessories.
   3. Fill Coat: For second coat, use setting-type, sandable topping compound.
   4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.5 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
   1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033- to 0.112-inch thick.

C. Thermal Insulation: As specified in Section 07 21 00 "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

A. Comply with ASTM C840.
B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16-inch of open space between panels. Do not force into place.
C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
D. Form control and expansion joints with space between edges of adjoining gypsum panels.
E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.,) except in chases braced internally.
    1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 square feet in area.
    2. Fit gypsum panels around ducts, pipes, and conduits.
    3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.

F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:
    1. Wallboard Type: As indicated on Drawings.
B. Single-Layer Application:
    1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
        a. Stagger abutting end joints not less than one framing member in alternate courses of panels.

2. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Multilayer Application:
1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
2. On Z-shaped furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
3. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

3.4 INSTALLATION OF TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
B. Control Joints: Install control joints according to ASTM C840 and in specific locations approved by Engineer for visual effect.
C. Interior Trim: Install in the following locations:
1. Cornerbead: Use at outside corners unless otherwise indicated.
2. U-Bead: Use at exposed panel edges.
3. Base-of-Wall Moisture Barrier Trim: Install per manufacture's instructions. At restroom walls and walls within 4 feet of plumbing, provide PVC base-of-wall moisture barrier trim with sealant between trim and floor.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
B. Prefill open joints and damaged surface areas.
C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for interior ceilings.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
C. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.2 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project Site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
   1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANELS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
   3. United States Gypsum Company.
B. Basis of Design product is Dune manufactured by Armstrong World Industries, Inc.
   1. Size: 24 inches by 24 inches by 5/8-inch, item number 1772.
   2. Edge/Joint Detail: Square.
   3. Material: Mineral Fiber.
   4. Color: White.

2.2 METAL SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
   3. United States Gypsum Company.

B. Basis of Design product is Prelude XL 15/16-inch Exposed Tee System manufactured by Armstrong World Industries, Inc.
   1. Material: Hot-dipped Galvanized Steel.
   2. Color: White.

2.3 ACCESSORIES

A. Wire Hangers, Braces, and Ties: Provide wires as follows:
   1. Zinc-Coated, Carbon-Steel Wire: ASTM A641, Class 1 zinc coating, soft temper.

B. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.

C. Angle Hangers: Angles with legs not less than 7/8-inch wide; formed with 0.04-inch-thick, galvanized-steel sheet complying with ASTM A653, G90 coating designation; with bolted connections and 5/16-inch-diameter bolts.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.

B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.

B. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION

A. Install acoustical panel ceilings according to ASTM C636 and manufacturer's written instructions.

B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
8. Do not attach hangers to steel deck tabs.
9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
10. Space hangers not more than 48 inches on center along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches on center and not more than 3 inches from ends. Miter corners accurately and connect securely.
3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
1. Arrange directionally patterned acoustical panels as follows:
a. As indicated on reflected ceiling plans.

b. Install panels with pattern running in one direction parallel to long axis of space.
c. Install panels in a basket-weave pattern.

2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
6. Install hold-down clips in areas indicated; space according to panel manufacturer's written instructions unless otherwise indicated.
7. Install clean-room gasket system in areas indicated, sealing each panel and fixture as recommended by panel manufacturer's written instructions.
8. Protect lighting fixtures and air ducts according to requirements indicated for fire-resistance-rated assembly.

3.4 ERECTION TOLERANCES

A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8-inch in 12 feet, non-cumulative.
B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8-inch in 12 feet, non-cumulative.

3.5 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 09 91 23 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surface preparation and the application of paint systems on:
      a. Concrete.
      b. Steel.
      c. Galvanized metal.
      d. Aluminum (not anodized or otherwise coated).
      e. Gypsum board.
      f. Plywood.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 09 91 13 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523, a matte flat finish.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523, a high-side sheen flat, velvet-like finish.

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523, an eggshell finish.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523, a satin-like finish.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523, a semi-gloss finish.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523, a gloss finish.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Product List: For each product indicated, include the following:
   1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
   2. VOC content.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project Site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
   1. Product name and type (description).
   2. Batch date.

3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F.
1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F.
B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.
C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
1. If suspected lead paint is encountered, do not disturb; immediately notify Engineer and Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company products indicated or comparable product from one of the following:
1. Benjamin Moore & Co.
2. Kwal, Division of Sherwin-Williams.
3. PPG Engineerural Finishes, Inc.
4. Kelly Moore.
5. Dunn Edwards.

B. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

A. Standards: Provide products that comply with manufacturer's premium first quality standards indicated and like VOC limits.
B. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. Colors: As selected by Engineer from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
   1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:
   1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
      a. Concrete: Twelve percent.
      b. Masonry (Clay and CMU): Twelve percent.
      c. Wood: Fifteen percent.
      d. Gypsum Board: Twelve percent.
      e. Plaster: Twelve percent.
   2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
   3. Plaster Substrates: Verify that plaster is fully cured.
   4. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.

C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
   1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
   1. SSPC-SP 2, "Hand Tool Cleaning."
   2. SSPC-SP 3, "Power Tool Cleaning."
   3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
   4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

G. Aluminum Substrates: Remove loose surface oxidation.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
   1. Use applicators and techniques suited for paint and substrate indicated.
   2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
   3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
   4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
   5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
   1. Paint the following Work where exposed in equipment rooms:
      a. Equipment, including panelboards.
      b. Uninsulated metal piping.
      c. Uninsulated plastic piping.
      d. Pipe hangers and supports.
      e. Metal conduit.
      f. Plastic conduit.
      g. Tanks that do not have factory-applied final finishes.
   2. Paint the following Work where exposed in occupied spaces:
      a. Equipment, including panel boards.
      b. Uninsulated metal piping.
      c. Uninsulated plastic piping.
      d. Pipe hangers and supports.
      e. Metal conduit.
      f. Plastic conduit.
      g. Other items as directed by Engineer.
   3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
   1. Contractor shall touch up and restore painted surfaces damaged by testing.
   2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project Site.
B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
C. Protect Work of other trades against damage from paint application. Correct damage to Work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Engineer, and leave in an undamaged condition.
D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Concrete: Walls and Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, Cast-in-Place including Plaster Walls and Ceilings.
   1. Latex Systems:
      a. Eg-Shel / Satin Finish:
         1) First Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
         2) Second Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel B20-2600 Series.
         3) Third Coat; S-W ProMar 200 Zero VOC Latex Eg-Shel B20-2600 Series (4 mils wet, 1.7 mils dry per coat).

B. Wood: Walls, Ceilings, Doors, and Trim.
   1. Latex Systems:
      a. Eg-Shel / Satin Finish:
         1) First Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
         2) Second Coat: S-W ProClassic Waterborne Acrylic Satin, B20 Series.
         3) Third Coat: S-W ProClassic Waterborne Acrylic Satin, B20 Series (4 mils wet, 1.2 mils dry per coat).

C. Drywall: Walls, Ceilings, Gypsum Board, and similar items.
   1. Latex Systems:
      a. Eg-Shel / Satin Finish:
         1) First Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
         2) Second Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.

3) Third: Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.7 mils dry per coat).

END OF SECTION

SECTION 10 28 13 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Public-use washroom accessories.
   2. Custodial accessories.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
   2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
   3. Include electrical characteristics.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
B. Structural Performance: Design accessories and fasteners to comply with the following requirements:
   1. Grab Bars: Installed units are able to resist 250 pounds of force concentrated load applied in any direction and at any point.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

A. Source Limitations: Obtain public-use washroom accessories from single source from single manufacturer.

B. Toilet Tissue (Roll) Dispenser (TTD-1):
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
      c. Bradley Corporation.
   2. Description: Double-roll dispenser.
   3. Mounting: Surface mounted.
   4. Operation: Noncontrol delivery with standard spindle.
   5. Capacity: Designed for 4-1/2- or 5-inch-diameter tissue rolls.
   6. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
   7. Basis of Design: Bradley model 5263.

C. Paper Towel (Folded) Dispenser/12 Gallon Waste (PTDWR):
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
      c. Bradley Corporation.
   2. Mounting: Surface mounted.
   3. Minimum Capacity: 600 C-fold or 800 multifold towels.
   4. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
   5. Lockset: Tumbler type.
   6. Refill Indicator: None.
   7. Basis of Design: Bradley model 234-11.

D. Soap Dispenser (SD):
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
      c. Bradley Corporation.
   2. Mounting: Surface mounted.
   3. Description: Designed for manual operation and dispensing soap in liquid form.
   4. Mounting: Vertically oriented, surface mounted.
   5. Lockset: Tumbler type.
   6. Refill Indicator: Window type.
   7. Basis of Design: Bradley model 6562.

E. Grab Bar:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
      c. Bradley Corporation.
   2. Mounting: Flanges with concealed fasteners.
   3. Material: Stainless steel, 0.05-inch-thick.
      a. Finish: Smooth, ASTM A480 No. 4 finish (satin) on ends and slip-resistant texture in grip area.

4. Outside Diameter: One-and-one-fourth inches.
5. Configuration and Length: As indicated on Drawings.
6. Basis of Design product: Bradley model 832.

F. Mirror Unit (M1):
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Frame: Stainless steel channel.
a. Corners: Manufacturer's standard.
3. Mounting: Surface mounted.
4. Size: 18 inches by 36 inches.
5. Basis of Design product: Bradley model 780-1836.

G. Hook:
1. Description: Double-prong unit.
2. Mounting: Concealed.
3. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
4. Basis of Design product: Bradley model 9124.

2.3 CUSTODIAL ACCESSORIES

A. Custodial Utility Shelf:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Description: With exposed edges turned down not less than 1/2-inch and supported by two triangular brackets welded to shelf underside.
3. Size: 30 inches long by 8 inches deep.
4. Material and Finish: Not less than nominal 0.05-inch-thick stainless steel, ASTM A480 No. 4 finish (satin).
5. Basis of Design product: Bradley model 9983.

B. Custodial Mop and Broom Holder:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Description: Unit with holders,.
3. Mop/Broom Holders: Three, spring-loaded, rubber hat, cam type.
4. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
5. Basis of Design product: Bradley 9953.

C. Custodial Paper Towel (Folded) Dispenser:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Mounting: Surface mounted.

3. Minimum Capacity: 400 C-fold or 525 multifold towels.
4. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
5. Lockset: Tumbler type.
6. Refill Indicator: Pierced slots at sides or front.
7. Basis of Design product: Bradley model 250-15.

2.4 MATERIALS

A. Steel Sheet: ASTM A1008, Designation CS (cold rolled, commercial steel), 0.036-inch-minimum nominal thickness.
B. Galvanized-Steel Sheet: ASTM A653, with G60 hot-dip zinc coating.
C. Galvanized-Steel Mounting Devices: ASTM A153, hot-dip galvanized after fabrication.
D. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.
E. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 millmeters thick.

2.5 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of twoInsert number keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturer's written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
   1. Remove temporary labels and protective coatings.
B. Grab Bars: Install to comply with specified structural-performance requirements.
C. Shower Seats: Install to comply with specified structural-performance requirements.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
B. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION

SECTION 10 44 16 - FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.
B. Related Requirements:
1. Divisions 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include rating and classification, material descriptions, dimensions of individual components and profiles, and finishes for fire extinguisher and mounting brackets.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire extinguishers to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

A. Fire Extinguishers: Type, size, and capacity for each mounting bracket (FEB) indicated.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. JL Industries, Inc.; a division of the Activar Construction Products Group.
b. Larsens Manufacturing Company.
c. Potter Roemer LLC.
2. Handles and Levers: Manufacturer's standard.
3. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.
B. Multipurpose Dry-Chemical Type in Steel Container: UL-rated 4-A:60-B:C, 10-pound nominal capacity with monoammonium phosphate-based dry chemical in enameled-steel container.

2.3 MOUNTING BRACKETS (FEB)

A. Mounting Brackets: Manufacturer's standard steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with red baked-enamel finish.
   1. Manufacturers: Subject to compliance with requirements provide products from the Fire Extinguisher manufacturer or one of the following:
      a. JL Industries, Inc: a division of Activar Construction Products Group.
      b. Larsens Manufacturing Company.
      c. Potter Roemer LLC.
   2. Identification: Letter complying with authorities have jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect/Engineer.
      a. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fire extinguishers for proper charging and tagging.
   1. Remove and replace damaged, defective, or undercharged fire extinguishers.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install fire extinguishers in locations indicated and in compliance with requirements of authorities having jurisdiction.
B. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION

SECTION 11 40 00 - FOODSERVICE EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Owner-Furnished Equipment: Where indicated, Owner will furnish equipment for installation by Contractor.
B. Related Requirements:
   1. Division 01 Specification Sections, apply to this Section.

1.2 COORDINATION

A. Coordinate foodservice equipment layout and installation with other Work, including layout and installation of lighting fixtures, HVAC equipment, and fire-suppression system components.
B. Coordinate locations and requirements of utility service connections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install foodservice equipment level and plumb, according to manufacturer's written instructions.
   1. Connect equipment to utilities.
   2. Provide cutouts in equipment, neatly formed, where required to run service lines through equipment to make final connections.
B. Complete equipment assembly where field assembly is required.
C. Install equipment with access and maintenance clearances that comply with manufacturer's written installation instructions and with requirements of authorities having jurisdiction.
D. Install cabinets and similar equipment on bases in a bed of sealant.
E. Install closure-trim strips and similar items requiring fasteners in a bed of sealant.
F. Install joint sealant in joints between equipment and abutting surfaces with continuous joint backing unless otherwise indicated. Produce airtight, watertight, vermin-proof, sanitary joints.

3.2 CLEANING AND PROTECTING

A. After completing installation of equipment, repair damaged finishes.
B. Clean and adjust equipment as required to produce ready-for-use condition.
C. Protect equipment from damage during remainder of the construction period.

END OF SECTION

SECTION 13 34 19 - METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Structural-steel framing.
   2. Metal roof panels.
   3. Metal wall panels.
   4. Thermal insulation.
   5. Accessories.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project Site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of metal building system component, including insulation systems.

B. Shop Drawings: Indicate components by others. Include full building plan, elevations, Sections, details, and attachments to other Work, and insulation systems.

C. Delegated Design Submittals: For metal building systems.
   1. Include analysis data indicating compliance with performance requirements and design data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 WARRANTY

A. Special Warranty on Metal Panel Finishes: Manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
   1. Finish Warranty Period: Twenty years from date of Substantial Completion.

B. Special Weathertightness Warranty for Standing-Seam Metal Roof Panels: Manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that leak or otherwise fail to remain weathertight within specified warranty period.
   1. Warranty Period: Twenty years from date of Substantial Completion.

C. Insulation: Manufacturer agrees to repair or replace system where evidence of degradation or performance is seen within the warranty period.
   1. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. ACI Building Systems, Inc.
   2. Nucor Corporation, Nucor Buildings Group.
   3. Standard Structures, Inc. (SSI).

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design metal building system.
B. Structural Performance: Metal building systems to withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."
   1. Design Loads: As indicated on Drawings.
   2. Deflection and Drift Limits:
      a. Design metal building system assemblies to withstand serviceability design loads without exceeding deflections and drift limits recommended in AISC Steel Design Guide No. 3 "Serviceability Design Considerations for Steel Buildings."
C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.
D. Structural Performance for Metal Roof and Wall Panels: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
   1. Wind Loads: As indicated on Drawings.
E. Air Infiltration for Metal Roof Panels: Air leakage of not more than 0.06 cubic feet per minute per square feet when tested according to ASTM E1680 or ASTM E283 at the following test-pressure difference:
   1. Test-Pressure Difference: 1.57 pound force per square feet.
F. Air Infiltration for Metal Wall Panels: Air leakage of not more than 0.06 cubic feet per minutes per square feet when tested according to ASTM E283 at the following test-pressure difference:
   1. Test-Pressure Difference: 1.57 pounds of force per square feet.
G. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E1646 or ASTM E331 at the following test-pressure difference:
   1. Test-Pressure Difference: 2.86 pounds of force per square feet.
H. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
   1. Test-Pressure Difference: 2.86 pounds of force per square feet.

I. Thermal Performance for Opaque Elements: Provide the following maximum U-factors and minimum R-values when tested according to ASTM C1363 or ASTM C518:
   1. Roof:
      a. R-Value: Minimum R-19+R-11 LS.
   2. Walls:
      a. R-Value: Minimum R-13+R6.5ci.

2.3 METAL ROOF PANELS

A. Basis of Design product is Zee-Lock Panel manufactured by Berridge Manufacturing Co., San Antonio, Texas. Standing Seam Concealed Fastener, Metal Roof Panels: Formed with smooth panel between standing mechanically seamed side lap; designed to be installed by lapping side edges of adjacent panels and mechanically seaming panels to supports with extruded vinyl weatherseal on all continuous ribs.
   1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755.
      a. Exterior Finish: Kynar 500/Hynar 5000.
      b. Color: Cityscape.
   2. Panel Coverage: Sixteen inches.
   3. Panel Height: Two inches.

2.4 METAL WALL PANELS

A. Metal Wall Panel Type-A: Basis of Design product is "M" Panel manufactured by Berridge Manufacturing Co., San Antonio, Texas. Exposed-Fastener, Tapered-Rib, Metal Wall Panels: Formed with raised, trapezoidal major ribs; designed to be installed vertically by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.
   1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755.
      a. Exterior Finish: Kynar 500/Hynar 5000.
      b. Color: Cityscape.
   2. Major-Rib Spacing: Six inches on center
   3. Panel Coverage: 36 inches.
   4. Panel Height: 0.75 inches.
   5. Panel Thickness: 22 gauge.

B. Metal Wall Panel Type-B: Basis of Design product is Thin-Line panel manufactured by Berridge Manufacturing Co., San Antonio, Texas. Concealed-Fastener Metal Wall Panels: Formed with smooth finish; designed to be installed vertically by lapping side edges of adjacent panels to supports or solid sheathing using concealed fasteners inside side laps.
   1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755.
      a. Exterior Finish: Kynar 500/Hynar 5000.
      b. Color: Charcoal Gray.
   2. Panel Coverage: Three and five-eighths inches.
   3. Panel Height: Three-eighths inch.

4. Panel Thickness: 24 gauge.

2.5 THERMAL INSULATION

A. Roof Liner Systems: Basis of Design product is the Simple Saver insulation system (with OSHA compliant through fall protection) manufactured by Thermal Design with an installed total roof insulation R-value as listed above and an average installed thickness of 12 inches. Roof system shall be a multi-layer system. A thermal break shall be applied where there is no existing thermal break between metal panel and metal structure.

B. Wall Liner System: Basis of Design product is the Simple Saver insulation system manufactured by Thermal Design with an installed total R-value as listed above and an installed thickness of 8 inches, completely filling cavity between girts. A thermal break shall be applied where there is no existing thermal break between metal panel and metal structure.

2.6 ACCESSORIES

A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
   1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.

D. Flashing and Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, prepainted with coil coating; finished to match adjacent metal panels.

E. Gutters: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch-long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."
   1. Gutter Supports: Fabricated from same material and finish as gutters.
   2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.

F. Downspouts: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-foot-long sections, complete with formed elbows and offsets.
   1. Mounting Straps: Fabricated from same material and finish as gutters.

G. Simple Saver Insulation Systems accessories:

1. UVMAX Steel Strap, 100 KSI minimum yield high tensile strength steel, galvanized, primed and painted the specified color on the exposed side with clear coat primer on the concealed side.
    a. Size: 0.02-inch by 1inch by continuous length.
    b. Color: White
    c. Fasteners: #12 by 3/4-inch plated self-drilling screws with sealing washers painted to match the specified color for fastening to light gauge steel (up to 12 GA purlins) or #12 by 1-1/4-inch plated self-drilling screws with sealing washers, painted to match the specified color for heavier gauge steel (up to 3/8-inch purlins or bar joists). Always install two fasteners in the end of each strap for safety and to withstand installation stress, and one fastener at all other designated fastening points.
2. Syseal Fabric shall be woven reinforced high-density polyethylene yarns coated on both sides with a continuous polyethylene film. Fabric shall comply with
   ASTM E84 and be Class A compliant with a flame spread index of 25 or less. This material shall be manufactured in large custom pieces by extrusion welding from roll goods. Pieces shall be fabricated to substantially fit the large defined building areas with minimum practical sealing to be done on job site. Fabric shall be folded to allow for rapid pull-out on the strap support system and certified for fall protection by the manufacturer.
    a. Color: Syseal FP (White), roof and walls.
3. Sealant: Simple Saver System G524 High Tack Sealant.
4. Insulation: Fiberglass blanket or batt insulation meeting ASTM C991 Type 1, ASTM E136, and ASTM E84.
5. Fast-R Insulation Hangers: Preformed, rigid insulation hangers for supporting insulation between wall girts or roof purlins where roof pitch is 4:12 or greater. Coiled hangers are not allowed.
6. Thermal Break: 3/16 inch by 3 inch Quik-Stop Trash Free foam tape, closed cell polyethylene foam with pre-applied adhesive film and peel-off backing

2.7 FABRICATION

A. General: Design components and field connections required for erection to permit easy assembly.
    1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
    2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members to be free of cracks, tears, and ruptures.
B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.
C. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.
D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll forming or break forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.

E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible by manufacturer's standard procedures and processes as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
   1. Provide panel profile including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

2.8 SOURCE QUALITY CONTROL

A. Special Inspection: Owner will engage a qualified special inspector to perform source quality control inspections and to submit reports.
   1. Accredited Manufacturers: Special inspections will not be required if fabrication is performed by an IAS AC472-accredited manufacturer approved by authorities having jurisdiction to perform such Work without special inspection.
B. Product will be considered defective if it does not pass tests and inspections.
C. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 METAL PANEL INSTALLATION, GENERAL

A. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
   1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.
      a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.
   2. Install metal panels perpendicular to structural supports unless otherwise indicated.
   3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
   4. Locate and space fastenings in uniform vertical and horizontal alignment.
   5. Locate metal panel splices over structural supports with end laps in alignment.
   6. Lap metal flashing over metal panels to allow moisture to run over and off the material.
B. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.
   1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.

D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.
   1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
   2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

3.2 METAL ROOF PANEL INSTALLATION

A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
   1. Install ridge caps as metal roof panel Work proceeds.
   2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.

B. Standing-Seam Metal Roof Panels: Secure metal roof panels to supports with seamer recommended by manufacturer.
   1. Provide continuous vinyl weatherseal under heads of standing seams on weather side of metal roof panels.
   2. Provide sealant tape at protruding equipment, vents, and accessories.
   3. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps and on side laps of nesting-type metal panels, on side laps of ribbed or fluted metal panels, and elsewhere as needed to make metal panels weatherproof to driving rains.

C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.3 METAL WALL PANEL INSTALLATION

A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
   1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
   2. Shim or otherwise plumb substrates receiving metal wall panels.
   3. When two rows of metal panels are required, lap panels 4 inches minimum.
   4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
   5. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
   6. Flash and seal metal wall panels with weather closures at eaves and rakes and at perimeter of all openings. Fasten with self-tapping screws.
   7. Install screw fasteners in predrilled holes.
   8. Install flashing and trim as metal wall panel work proceeds.
   9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.

10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.

B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.

3.4 THERMAL INSULATION INSTALLATION

A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
4. Install blankets straight and true in one-piece lengths. Install vapor retarder over insulation, with both sets of facing tabs sealed, to provide a complete vapor retarder.

B. Blanket Roof Insulation: Comply with the following installation method:
1. Install insulation per manufacturer's written instructions.
2. Over-Framing Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal roof panels fastened to secondary framing.
3. Between-Purlin Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Hold in place with bands and crossbands below insulation.
4. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

C. Blanket Wall Insulation: Fit insulation vertically between girts, impaled on insulation hangers. Fluff insulation to the specified thickness, insuring there are no gaps or voids. Apply vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal wall panels fastened to secondary framing.
1. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.
2. Seal wall fabric to the roof fabric and to the base angle, or base cee channel as well as the column flanges.
3. Additional straps are installed along the base angle and each column to retain system permanently in place.

3.5 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.

2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches on center using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

D. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches on center in between.
1. Provide elbows at base of downspouts to direct water away from building.
2. Tie downspouts to underground drainage system indicated.

3.6 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform field quality control special inspections and to submit reports.

B. Product will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION

SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pipe hangers and supports.
   2. Hanger rods.
   3. Equipment curbs.
   4. Formed steel channel.
   5. Equipment bases and supports.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME B31.1 - Power Piping.
   2. ASME B31.5 - Refrigeration Piping.
   3. ASME B31.9 - Building Services Piping.

B. ASTM International:
   1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
   3. ASTM E814 - Standard Test Method for Fire Tests of Through Penetration Fire Stops.
   4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.

C. American Welding Society:
   1. AWS D1.1 - Structural Welding Code - Steel.

D. FM Global:
   1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.

E. Manufacturers Standardization Society of the Valve and Fittings Industry:
   1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
   2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
   3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."

B. Shop Drawings: Indicate system layout with location including critical dimensions, sizes, and pipe hanger and support locations and detail of trapeze hangers.

C. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.

D. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.

E. Manufacturer's Installation Instructions:
   1. Hangers and Supports: Submit special procedures and assembly of components.
F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.
B. Perform Work in accordance with State and local standards.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
B. Protect from weather and construction traffic, dirt, water, chemical, and damage, by storing in original packaging.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements."

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Plumbing Piping - DWV:
   1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, or MSS SP89.
   2. Hangers for Pipe Sizes 1/2- to 1-1/2 inch: Malleable iron or Carbon steel, adjustable swivel, split ring.
   3. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
   4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
   5. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
   6. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
   7. Vertical Support: Steel riser clamp.
   8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
   9. Copper Pipe Support: Copper-plated, carbon-steel adjustable, ring.

B. Plumbing Piping - Water:
   1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, or MSS SP89.
   2. Hangers for Pipe Sizes 1/2- to 1-1/2 inch: Malleable iron or Carbon steel, adjustable swivel, split ring.
   3. Hangers for Cold Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
   4. Hangers for Hot Pipe Sizes 2 to 4 inches: Carbon steel, adjustable, clevis.
   5. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
   6. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
   7. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
   8. Vertical Support: Steel riser clamp.
   9. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
   10. Floor Support for Hot Pipe Sizes 4 inches and Smaller: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
   11. Copper Pipe Support: Copper-plated, Carbon-steel ring.

2.2 ACCESSORIES

A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.3 EQUIPMENT CURBS

A. Fabrication: Unless otherwise noted, shall be welded 18 gauge galvanized steel shell and base, mitered 3-inch cant, variable step to match roof insulation, 1-1/2-inch thick insulation, factory installed wood nailer. Provide tapered curbs to match roof slope.

2.4 FORMED STEEL CHANNEL

A. Manufacturers:
   1. B-line, an Eaton business.
   2. Unistrut; Part of Atkore International.
   3. Substitutions: See Section 23 05 00 "General Mechanical Requirements."
B. Product Description: Galvanized 12 gauge thick steel. With holes 1-1/2 inches on center.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify the existing conditions before starting work.
B. Verify openings are ready to receive sleeves.
C. Verify openings are ready to receive firestopping.

3.2 PREPARATION

A. Obtain permission from Engineer before using powder-actuated anchors.
B. Do not drill or cut structural members without obtaining permission from Engineer.

3.3 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install in accordance with ASME B31.1, ASME B31.5, ASME 31.9, ASTM F708,MSS SP 58, MSS SP 69, or MSS SP 89.
B. Support horizontal piping as scheduled.
C. Install hangers with minimum 1/2-inch space between finished covering and adjacent work.
D. Place hangers within 12 inches of each horizontal elbow.
E. Use hangers with 1-1/2-inch minimum vertical adjustment.
F. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.
G. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.
H. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
I. Support riser piping independently of connected horizontal piping.
J. Provide copper plated hangers and supports for copper piping.
K. Design hangers for pipe movement without disengagement of supported pipe.
L. Prime coat exposed steel hangers and supports. Refer to Section 09 90 00 "Painting and Coating. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
M. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 23 07 05 "HVAC and Plumbing Insulation."

3.4 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 4 inches thick and extending 6 inches beyond supported equipment. Refer to Section 03 30 00 "Cast-In-Place Concrete."
B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.
C. Construct supports of steel members, formed steel channel, or steel pipe and fittings. Brace and fasten with flanges bolted to structure.
D. Provide rigid anchors for pipes after vibration isolation components are installed.

3.5 INSTALLATION - FLASHING

A. Provide flexible flashing and metal counterflashing where piping penetrates weather or waterproofed walls, floors, and roofs.
B. Flash vent and soil pipes projecting 3 inches minimum above finished roof surface with lead worked 1-inch minimum into hub, 8 inches minimum clear on sides with
24- by 24-inch sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counter-flash, and seal.
C. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36- by 36-inch sheet size. Fasten flashing to drain clamp device.
D. Seal floor drains watertight to adjacent materials.
E. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.6 FIELD QUALITY CONTROL

A. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.7 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.8 PROTECTION OF FINISHED WORK

A. Protect adjacent surfaces from damage by material installation.

3.9 SCHEDULES

A. Pipe Hanger Spacing:

Pipe Size (inches)	Max. Hanger Spacing (feet)	Hanger Rod Diameter (inches)
1/2	6	3/8
3/4	6	3/8
1	6	3/8
1 1/4	6	3/8
1 1/2	10	3/8
2	10	3/8
2 1/2	10	1/2
3	10	1/2
4	10	5/8
6	10	3/4
8	10	3/4
PVC (all sizes)	4	3/8
C.I. Bell and Spigot (or No-Hub) and at Joints	5	5/8

END OF SECTION

SECTION 22 11 00 - FACILITY WATER DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Domestic water piping, within 5 feet of building.
2. Domestic water piping, above grade.
3. Unions and flanges.
4. Valves.
5. Pressure gauges.
6. Pressure gage taps.
7. Thermometers.
8. Relief valves.
9. Strainers.
10. Water hammer arrestors.
11. Mixing valves.
12. Diaphragm-type compression tanks.

B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.
2. Section 03 30 00 "Cast-In-Place Concrete:" Execution requirements for placement of concrete house keeping pads specified by this section.
3. Section 22 05 29 "Hangers and Supports" for Plumbing Piping and Equipment: Product requirements for pipe hangers and supports for placement by this section.
4. Section 23 07 05 "HVAC and Plumbing Insulation." Product and execution requirements for pipe insulation.
5. Division 26 Specification Sections for execution requirements for electric connections to equipment specified by this Section.

1.2 REFERENCES

A. American National Standards Institute:
1. ANSI Z21.22 - Relief Valves for Hot Water Supply Systems.

B. American Society of Mechanical Engineers:
1. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
2. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
3. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
4. ASME B31.9 - Building Services Piping.
5. ASME B40.1 - Gauges - Pressure Indicating Dial Type - Elastic Element.
6. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.
7. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.

C. American Society of Sanitary Engineering:
1. ASSE 1010 - Performance Requirements for Water Hammer Arresters.
2. ASSE 1012 - Performance Requirements for Backflow Preventer with Intermediate Atmospheric Vent.
3. ASSE 1013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers and Reduced Pressure Fire Protection Principle Backflow Preventers.

4. ASSE 5013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers (RP) and Reduced Pressure Fire Protection Principle Backflow Preventers (RFP).
5. ASSE 5015 - Performance Requirements for Testing Double Check Backflow Prevention Assemblies (DC) and Double Check Fire Protection Backflow Prevention Assemblies (RPDF).

D. ASTM International:
1. ASTM A395 - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
2. ASTM A536 - Standard Specification for Ductile Iron Castings.
3. ASTM B32 - Standard Specification for Solder Metal.
4. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
5. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
6. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
7. ASTM E1 - Standard Specification for ASTM Thermometers.
8. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers.
9. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.

E. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

F. American Water Works Association:

G. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 67 - Butterfly Valves.
3. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
4. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
6. MSS SP 85 - Cast Iron Globe & Angle Valves, Flanged and Threaded.
7. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
8. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

H. National Electrical Manufacturers Association:
1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

I. Plumbing and Drainage Institute:
1. PDI WH201 - Water Hammer Arrester Standard.

J. Underwriters Laboratories Inc.:
1. UL 393 - Indicating Pressure Gauges for Fire-Protection Service.
2. UL 404 - Gauges, Indicating Pressure, for Compressed Gas Service.

1.3 SUBMITTALS

A. Division 01 and Section 01 33 00 "Submittal Procedures."

B. Product Data:
1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturer's catalog information.
2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.
3. Domestic Water Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.

4. Pumps: Submit pump type, capacity, certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions: Submit installation instructions for pumps, valves and accessories.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of valves and equipment.
B. Operation and Maintenance Data: Submit spare parts list, exploded assembly views and recommended maintenance intervals.

1.5 QUALITY ASSURANCE

A. For drinking water service, provide valves complying with NSF 61.
B. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept valves and equipment on site in shipping containers with labeling in place. Inspect for damage.
B. Provide temporary protective coating on cast iron and steel valves.
C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements."

1.10 EXTRA MATERIALS

A. Furnish two packing kits for each size valve, two loose keys for outside hose bibs and hose end vacuum breakers for hose bibs, and two pump seals for each pump model.

PART 2 - PRODUCTS

2.1 DOMESTIC WATER PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Copper Tubing: ASTM B88, Type K, annealed.
   1. Fittings: ASME B16.18, cast copper, or ASME B16.22, wrought copper.
   2. Joints: Compression connection or Brazed, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1,190 to 1,480 degrees F.

2.2 DOMESTIC WATER PIPING, ABOVE GRADE

A. Copper Tubing: ASTM B88, Type L, hard drawn.
   1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
   2. Joints: ASTM B32, Alloy Grade Sb5 tin-antimony, or Alloy Grade Sn95 tin-silver, lead free solder
   3. Copper Press Fittings:
      a. Manufacturers:
         1) Viega.
         2) Ridge Tool Company.
      b. Press Fittings: Copper and copper alloy press fittings shall conform to material requirements of ASME B 16.18 or ASME B 16.22 and performance criteria of IAPMO PS117. Sealing elements for press fittings shall be EPDM. Sealing elements shall be factory installed. Press ends shall have SC (Smart Connect™) feature design (leakage path). In ProPress 1/2- to 4-inch dimensions the Smart Connect Feature assures leakage of fluids and/or gases from inside the system past the sealing element of an upressed connection. The function of this feature is to provide the installer quick and easy identification of connections which have not been pressed prior to putting the system into operation.

2.3 UNIONS AND FLANGES

A. Unions for Pipe 2 Inches and Smaller:
   1. Copper Piping: Class 150, bronze unions with soldered.
   2. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.
B. Flanges for Pipe 2-1/2 Inches and Larger:
   1. Copper Piping: Class 150, slip-on bronze flanges.
   2. Gaskets: 1/16-inch thick preformed neoprene gaskets.

2.4 BALL VALVES

A. Manufacturers:
   1. Apollo Flow Controls; Conbraco Industries, Inc.
   2. Milwaukee Valve Company.
   3. NIBCO INC.
   4. Watts.

5. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements," substituted products.

B. Two Inches and Smaller: MSS SP 110, 600 psi WOG, bronze, three piece body, chrome plated bronze ball, full port, teflon seats, blow-out proof stem, solder or threaded ends with union, and lever handle.

2.5 CHECK VALVES

A. Horizontal Swing Check Valves:
   1. Manufacturers:
      a. Milwaukee Valve Company.
      b. NIBCO INC.
      c. Apollo Flow Controls.
      d. Substitutionss: Division 01 and Section 23 05 00 "General Mechanical Requirements," substituted products.

B. Spring Loaded Check Valves:
   1. Manufacturers:
      a. NIBCO INC.
      b. Milwaukee Valve Colpany.
      c. Subsitution: Division 01 and Sect 23 05 00 "General Mechanical Requirements," substituted products.
   2. Two Inches and Smaller: MSS SP 80, Class 250, bronze body, in-line spring lift check, silent closing, Buna-N disc, integral seat, solder or threaded ends.
   3. Two and One-Half Inches and Larger: MSS SP 71, Class 125, wafer or globe style, cast iron body, bronze seat, center guided bronze disc, stainless steel spring and screws, flanged ends.

2.6 PRESSURE GAGES

A. Manufacturers:
   1. Trerice.
   2. Weiss.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements" for substituted products.

B. Gage: ASME B40.1, UL 404 with bourdon tube, rotary brass movement, brass socket, front calibration adjustment, black scale on white background.
   1. Case: Cast aluminum.
   2. Bourdon Tube: Phosphor bronze.
   3. Dial Size: 4-1/2-inch diameter.
   4. Mid-Scale Accuracy: 1 percent.
   5. Scale: Psi.

2.7 PRESSURE GAUGE TAPS

A. Manufacturers:
   1. Trerice.
   2. Weiss.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements." substituted products.

B. Ball Valve: Brass, 1/4-inch NPT for 250 psi.

2.8 STEM TYPE THERMOMETERS

A. Manufacturers:
   1. Trerice.
   2. Weiss.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements." substituted products.

B. Thermometer: ASTM E1, red appearing mercury, lens front tube, cast aluminum case with enamel finish.
   1. Size: 9 inch scale.
   2. Window: Clear Lexan.
   3. Stem: Brass, 3/4-inch NPT, 3-1/2 inches long.
   4. Accuracy: 2 percent.
   5. Calibration: Degrees F.

2.9 RELIEF VALVES

A. Pressure Relief:
   1. Bronze body, Teflon seat, steel stem and springs, automatic, direct pressure actuated at maximum 60 psi, UL listed for fuel oil, capacities ASME certified and labeled.

B. Temperature and Pressure Relief:
   1. ANSI Z21.22 certified, bronze body, teflon seat, stainless steel stem and springs, automatic, direct pressure actuated, temperature relief maximum 210 degrees F, capacity ASME certified and labeled.

2.10 STRAINERS

A. Manufacturers:
   1. Watts.
   2. Zurn Industries, LLC.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements." substituted products.

B. Two inches and Smaller: Threaded brass body for 175 psi CWP, Y pattern with 1/32-inch stainless steel perforated screen.

C. One and One-Half Inches to 4 Inches: Class 125, flanged iron body, Y pattern with 1/16-inch stainless steel perforated screen.

D. Five Inches and Larger: Class 125, flanged iron body, basket pattern with 1/8-inch stainless steel perforated screen.

2.11 WATER HAMMER ARRESTORS

A. ASSE 1010; stainless steel construction, piston type sized in accordance with PDI WH-201.

B. Pre-charged suitable for operation in temperature range 34 to 250 degrees F and maximum 150 psi working pressure.

2.12 THERMOSTATIC MIXING VALVES

A. Valve: Chrome plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment. Conform to ASSE 1070 to temper water to maximum 110 degrees F.

2.13 DIAPHRAGM-TYPE COMPRESSION TANKS

A. Manufacturers:
   1. Amtrol.
   2. Elbi.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements." substituted products.
B. Construction: Welded steel, tested and stamped in accordance with ASME Section VIII; supplied with National Board Form U-1, rated for working pressure of 125 psig, with flexible diaphragm sealed into tank, and steel legs or saddles.
C. Accessories: Pressure gage and air-charging fitting.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt, on inside and outside, before assembly.

3.3 INSTALLATION - THERMOMETERS AND GAGES

A. Install one pressure gage for each pump, locate taps before strainers and on suction and discharge of pump; pipe to gage.
B. Install gage taps in piping.
C. Install pressure gauges with pulsation dampers. Provide ball valve to isolate each gage.
D. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inches for installation of thermometer sockets. Allow clearance from insulation.
E. Provide instruments with scale ranges selected according to service with largest appropriate scale.

F. Install gauges and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.
G. Adjust gauges and thermometers to final angle, clean windows and lenses, and calibrate to zero.

3.4 INSTALLATION - BURIED PIPING SYSTEMS

A. Verify connection size, location, and invert are as indicated on Drawings.
B. Establish elevations of buried piping with not less than 2 feet of cover.

C. Establish minimum separation of water from sanitary sewer piping piping in accordance with local code.

D. Remove scale and dirt on inside of piping before assembly.
E. Excavate pipe trench in accordance with Section 23 05 00 "General Mechanical Requirements."
F. Route pipe in straight line.
G. Install pipe to allow for expansion and contraction without stressing pipe or joints.
H. Install shutoff valves at locations indicated on Drawings in accordance with this Section.
I. Metallic Pipe: Install plastic ribbon tape continuous over top of pipe. 12 inches above pipeline; coordinate with Section 23 05 00 "General Mechanical Requirements.
J. Non-Metallic Pipe: Install trace wire continuous over top of pipe. Buried 12 inches above pipeline; coordinate with Section 23 05 00 "General Mechanical Requirements."
K. Pipe Cover and Backfilling:
    1. Backfill trench in accordance with Section 23 05 00 "General Mechanical Requirements."
    2. Maintain optimum moisture content of fill material to attain required compaction density.
    3. After hydrostatic test, evenly backfill entire trench in accordance with Section 23 05 00 "General Mechanical Requirements."
    4. Evenly and continuously backfill remaining trench depth in uniform layers with backfill material.
    5. Do not use wheeled or tracked vehicles for tamping.

3.5 INSTALLATION - ABOVE GROUND PIPING

A. Install non-conducting dielectric connections wherever jointing dissimilar metals.
B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
C. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.
D. Group piping whenever practical at common elevations.
E. Slope piping and arrange systems to drain at low points.
F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 05 29 "Hangers and Supports."
H. Provide access where valves and fittings are not accessible.

I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
J. Provide support for utility meters in accordance with requirements of utility companies.
K. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Division 09.
L. Install domestic water piping in accordance with ASME B31.9.
M. Sleeve pipes passing through partitions, walls and floors.
N. Install unions downstream of valves and at equipment or apparatus connections.
O. Install valves with stems upright or horizontal, not inverted.
P. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.

Q. Install ball or butterfly valves for shut-off and to isolate equipment, part of systems, or vertical risers.
R. Install ball or butterfly valves for throttling, bypass, or manual flow control services.

S. Provide lug end butterfly valves adjacent to equipment when functioning to isolate equipment.
T. Provide spring loaded check valves on discharge of water pumps.
U. Install potable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibs.
V. Pipe relief from valves, back-flow preventers and drains to nearest floor drain.
W. Test backflow preventers in accordance with ASSE.
X. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping as shown on Drawings.
Y. Press Connections: Copper press fittings shall be made in accordance with the manufacturer's installation instructions. The tubing shall be fully inserted into the fitting and the tubing marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark on the tubing to assure the tubing is fully engaged (inserted) in the fitting. The joint shall be pressed using the tool approved by the manufacturer.

3.6 FIELD QUALITY CONTROL

A. Test domestic water piping system in accordance with applicable code.

3.7 CLEANING

A. Prior to starting work, verify system is complete, flushed and clean.
B. Verify pH of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
C. Inject disinfectant, free chlorine in liquid, powder and tablet or gas form, throughout system to obtain residual from 50 to 80 milligrams per liter.
D. Bleed water from outlets to obtain distribution and test for disinfectant residual at minimum 15 percent of outlets.
E. Maintain disinfectant in system for 24 hours.
F. When final disinfectant residual tests less than 25 milligrams per liter, repeat treatment.
G. Flush disinfectant from system until residual concentration is equal to incoming water or 1.0 milligrams per liter.
H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

END OF SECTION

SECTION 22 13 00 - FACILITY SANITARY SEWERAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sanitary sewer piping buried beyond 5 feet of building.
   2. Sanitary sewer piping above grade.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME A112.14.1 - Backwater Valves.
   2. ASME A112.14.3 - Grease Interceptors.
   3. ASME A112.14.4 - Grease Removal Devices.
   4. ASME A112.21.1 - Floor Drains.
   5. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
   6. ASME B16.3 - Malleable Iron Threaded Fittings.
   7. ASME B16.4 - Gray Iron Threaded Fittings.
   8. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings (DWV).
   9. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV.
   10. ASME B31.9 - Building Services Piping.

B. ASTM International:
   1. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
   2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
   3. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
   4. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
   5. ASTM A395 - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
   6. ASTM A536 - Standard Specification for Ductile Iron Castings.
   7. ASTM A746 - Standard Specification for Ductile Iron Gravity Sewer Pipe.
   8. ASTM B32 - Standard Specification for Solder Metal.
   9. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
   10. ASTM B43 - Standard Specification for Seamless Red Brass Pipe, Standard Sizes.
   11. ASTM B75 - Standard Specification for Seamless Copper Tube.
   12. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
   13. ASTM B251 - Standard Specification for General Requirements for Wrought Seamless Copper and Copper-Alloy Tube.
   14. ASTM B302 - Standard Specification for Threadless Copper Pipe, Standard Sizes.
   15. ASTM B306 - Standard Specification for Copper Drainage Tube (DWV).
   16. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.

17. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
18. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
19. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
20. ASTM D2241 - Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
21. ASTM D2464 - Standard Specification for Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
22. ASTM D2466 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
23. ASTM D2467 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
24. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
25. ASTM D2665 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.
26. ASTM D2729 - Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
27. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
28. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
29. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
30. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
31. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.

C. Cast Iron Soil Pipe Institute:
1. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.
2. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.

D. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
3. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
4. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
6. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
7. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

E. Plumbing and Drainage Institute:
1. PDI G101 - Standard - Testing and Rating Procedure for Grease Interceptors.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Product Data:

1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturers catalog information.
2. Sanitary Drainage Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.

C. Manufacturer's Installation Instructions: Submit installation instructions for material and equipment.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of equipment and clean-outs.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.

B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience .

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not install underground piping when bedding is wet or frozen.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 SANITARY SEWER PIPING, BURIED BEYOND 5 FEET OF BUILDING

A. Cast Iron Soil Pipe: ASTM A74, service weight, bell and spigot ends.
1. Fittings: Cast iron, ASTM A74.
2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564, neoprene gaskets or lead and oakum.

B. PVC Pipe: ASTM D2729, polyvinyl chloride (PVC) material, bell and spigot solvent sealed ends.
1. Fittings: PVC, ASTM D2729.

2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

C. PVC Pipe: ASTM D3034, Type PSM, polyvinyl chloride (PVC) material, bell, and spigot style rubber ring sealed gasket joint.
   1. Fittings: PVC, ASTM D3034.
   2. Joints: ASTM F477, elastomeric gaskets.

D. PVC Pipe: ASTM D1785, Schedule 40, polyvinyl chloride (PVC) material, bell and spigot style solvent sealed joint ends.
   1. Fittings: ASTM D2466, Schedule 40, PVC .
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 Solvent cement.

E. Plastic Pipe: ASTM D2665, polyvinyl chloride (PVC) material.
   1. Fittings: PVC, ASTM D2665.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

2.2 SANITARY SEWER PIPING, ABOVE GRADE

A. Cast Iron Pipe: ASTM A74, service weight.
   1. Fittings: Cast iron, ASTM A74.
   2. Joints: ASTM C564, rubber gasket joint devices or lead and oakum.

B. Cast Iron Pipe: CISPI 301, hub-less.
   1. Fittings: Cast iron, CISPI 301.
   2. Joints: CISPI 310, neoprene gaskets and stainless steel clamp-and-shield assemblies.

C. Copper Tube: ASTM B306, DWV ASTM B88 ASTM B251 Type L.
   1. Fittings: ASME B16.23, cast bronze, or ASME B16.29, wrought copper.
   2. Joints: Solder, lead free, ASTM B32,95-5 tin-antimony, or tin and silver, with melting range 430 to 535 degrees F.

D. PVC Pipe: ASTM D2729, polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2729, PVC.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

E. PVC Pipe: ASTM D2665, polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2665, PVC.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

F. PVC Pipe: ASTM D1785 Schedule 40 , polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2466, Schedule 40, PVC .
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 Solvent cement.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt, on inside and outside, before assembly.
C. Prepare piping connections to equipment with flanges or unions.
D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION - HANGERS AND SUPPORTS

A. Pipe Hangers and Supports:
   1. Install in accordance with Section 22 05 29 "Hangers and Supports."

3.4 INSTALLATION - BURIED PIPING SYSTEMS

A. Verify connection to existing piping system size, location, and invert are as indicated on Drawings.
B. Establish elevations of buried piping with not less than 2 feet of cover.
C. Establish minimum separation of sanitary sewer from other services piping in accordance with local code.
D. Remove scale and dirt on inside of piping before assembly.
E. Excavate pipe trench in accordance with Section 23 05 00 "General Mechanical Requirements."
F. Install pipe to elevation as indicated on Drawings.
G. Route pipe in straight line.
H. Metallic Piping: Install plastic ribbon tape continuous over top of pipe. above pipe. Refer to Section 23 05 53 "Identification for HVAC and Plumbing Piping and Equipment.
I. Non-Metalic Piping: Install trace wire continuous over top of pipe. Refer to Section Section 23 05 00 "General Mechanical Requirements."
J. Pipe Cover and Backfilling:
   1. Backfill trench in accordance with Section 23 05 00 "General Mechanical Requirements."

3.5 INSTALLATION - ABOVE GROUND PIPING

A. Establish invert elevations, slopes for drainage as required by local code. Maintain gradients.
B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Provide clearances at cleanout for snaking drainage system.
C. Encase exterior cleanouts in concrete flush with grade.
D. Install floor cleanouts at elevation to accommodate finished floor.
E. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

F. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
G. Install piping to maintain headroom. Do not spread piping, conserve space.
H. Group piping whenever practical at common elevations.
I. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
J. Provide clearance in hangers and from structure and other equipment for installation of insulation.
K. Provide access where valves and fittings are not accessible.
L. Install piping penetrating roofed areas to maintain integrity of roof assembly.
M. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
N. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Division 09 Finishes.

O. Install bell and spigot pipe with bell end upstream.
P. Sleeve pipes passing through partitions, walls and floors.
Q. Install firestopping at fire rated construction perimeters and openings containing penetrating sleeves and piping. Refer to Division 07.
R. Support cast iron drainage piping at every joint.

3.6 FIELD QUALITY CONTROL

A. Test sanitary waste and vent piping system in accordance with applicable code.

END OF SECTION

SECTION 22 33 00 - ELECTRIC DOMESTIC WATER HEATERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Electric water heaters.
B. Related Sections:
   1. Division 01 Specification Section apply to Work of this Section.
   2. Section 03 30 00 "Cast-in-Place Concrete:" Execution requirements for concrete housekeeping pads specified by this Section.
   3. Section: 22 11 00 "Facility Water Distribution:" Supply connections to domestic water heaters.
   4. Section 26 05 91 "Equipment Wiring Systems:" Electric connection specified by this Section.

1.2 REFERENCES

A. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings.
B. American Society of Mechanical Engineers:
   1. ASME PTC 25 - Pressure Relief Devices.
   2. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.

1.3 SUBMITTALS

A. Division 01 and Section 01 33 00 "Submittal Procedures."
B. Product Data: Submit dimensioned Drawings of water heaters indicating components and connections to other equipment and piping. Submit electrical characteristics and connection locations.
C. Manufacturer's Installation Instructions: Submit mounting and support requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit replacement part numbers and availability.

1.5 QUALITY ASSURANCE

A. Water Heater Performance Requirements: Equipment efficiency not less than prescribed by ASHRAE 90.1.
B. Perform Work according to State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept water heaters on Site in original labeled cartons. Inspect for damage.
B. Protect tanks with temporary inlet and outlet caps. Maintain caps in place until installation.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Refer to Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Furnish 3 year manufacturer warranty for domestic water heaters.

PART 2 - PRODUCTS

2.1 ELECTRIC WATER HEATERS

A. Manufacturers:
   1. A. O. Smith Corporation.
   2. State Industries.
   3. Keltech.
   4. Substitutions: Section 23 05 00 "General Mechanical Requirements."
B. Type: Automatic, electric, vertical storage.
C. Tank: Glass lined welded steel, thermally insulated with minimum 1-inch-thick glass fiber; encased in corrosion-resistant steel jacket with baked-on enamel finish.
D. Controls: Automatic water thermostat with temperature range from 120 to 170 degrees F, flanged or screw-in nichrome elements, enclosed controls and electrical junction box.
E. Accessories: Brass water connections and dip tube, drain valve, magnesium anode, and ASME temperature and pressure relief valve.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Maintain manufacturer's recommended clearances around and over water heaters.
B. Install water heater on concrete housekeeping pad, minimum 3-1/2 inches high and 6 inches larger than water heater base on each side.
C. Connect domestic hot and cold water piping to supply and return water heater connections.

D. Install the following piping accessories.
   1. On Supply:
      a. Shutoff valve.
   2. On Return:
      a. Thermometer well and thermometer.
      b. Shutoff valve.
E. Install discharge piping from relief valves and drain valves to nearest floor drain.
F. Install water heater trim and accessories furnished loose for field mounting.

G. Install electrical devices furnished loose for field mounting.
H. Install control wiring between water heater control panel and field mounted control devices.
I. Install Work according to State and local standards.

END OF SECTION

SECTION 22 40 00 - PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Water closets.
   2. Lavatories.
   3. Drains.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Product Data: Submit catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
C. Manufacturer's Installation Instructions: Submit installation methods and procedures.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit fixture, trim, exploded view, and replacement parts lists.

1.4 QUALITY ASSURANCE

A. Perform Work according to State and local standards.
B. Provide products requiring electrical connections listed and classified by Underwirters Laboratory Inc., as suitable for purpose specified and indicated.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept fixtures on-site in factory packaging. Inspect for damage.
B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

PART 2 - PRODUCTS

2.1 FIXTURES

A. Refer to Drawings Plumbing Fixture Schedule for fixture make, model numbers, and type.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify walls and floor finishes are prepared and ready for installation of fixtures.
B. Verify electric power is available and of correct characteristics.
C. Confirm millwork is constructed with adequate provision for installation of counter top lavatories and sinks.

3.2 PREPARATION

A. Rough-in fixture piping connections according to minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

A. Install Work according to State and local standards.
B. Install each fixture with trap, easily removable for servicing and cleaning.
C. Provide chrome-plated rigid or flexible supplies to fixtures with stops, reducers, and escutcheons.
D. Install components level and plumb.
E. Install and secure fixtures in place with wall supports or carriers and bolts.
F. Seal fixtures to wall and floor surfaces with sealant as specified in Division 07, color to match fixture.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Review millwork Shop Drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

A. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Do not permit use of fixtures before final acceptance.

END OF SECTION

SECTION 23 05 00 - GENERAL MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DESCRIPTION

A. Work covered by this Division shall consist of furnishing all labor, equipment, supplies, and materials and in performing all operations necessary for the installation of complete and operating mechanical systems as required by these Specifications and/or shown on the Drawings, subject to the terms and conditions of the Contract. The Work shall also include the completion of such mechanical and electrical details not mentioned or shown which are necessary for the successful operation of all systems described on the Drawings or required by these Specifications; this includes the furnishing all materials for the filling the systems to make them operable, including water, refrigerant, oil, and grease. Prove satisfactory operation of all equipment and controls to Engineer on request.

B. Work Not Included: Certain labor, material, and equipment may be furnished and/or installed under other Divisions of these Specifications. This Contractor shall coordinate with other trades and arrange his Work to make the part fit together. The following items are to be accomplished under other Divisions of these Specifications:
   1. Temporary Heat: Refer to paragraph in this Section.
   2. Temporary Water and Toilet: Refer to General Conditions.
   3. Roof Curbs: Refer to paragraph in this Section.
   4. Electrical Equipment and Wiring: Refer to paragraph in this Section.
   5. Concrete: Refer to paragraph in this Section.

C. Equipment Furnished by Owner: Rough-in services pipes to locations as required by Engineerural and Mechanical Drawings and equipment Shop Drawings. Provide service valves on all pipes except waste and vent pipes. Final connection to equipment will be made by this Contractor.

1.3 BIDDING

A. All mechanical equipment shall be new unless specified otherwise in the Specifications or on the Drawings.

B. All Bids must be based only on the equipment and materials as scheduled on the Drawings and as specified or on equivalent equipment and materials. Any Contractor who assumes equivalence of products and who bases his Proposal on that assumption does so at his own risk.

C. A listing of approved alternative manufacturers does not mean that all products of a particular alternative manufacturer are acceptable alternative to the scheduled items. All fixtures and devices must still be submitted according to the prescribed procedures. In addition, some items that have an important visual affect, e.g., electric water coolers, may be required to receive Owner's or Engineer's approval also.

1.4 EXISTING UTILITIES

A. The Drawings indicate the locations, type, and sizes of various utilities within the Site where known. These utilities are indicated as accurately as possible. If Contractor encounters any utilities during construction which are not shown on the Drawings, they shall ask for written instructions from Engineer. Any relocation or remodeling required will then be directed by a change order. This Contractor shall assume all responsibility for protection of all utilities, shown or not, and for repair required by this construction.

B. Contractor shall verify location, size, elevation, pressure, and any other pertinent data of the existing utilities. Additional costs incurred due to failure to verify such data and to coordinate associated Work with respective utility providers shall not be Owner's responsibility but shall be borne by Contractor.

C. All costs associated with providing utilities including, but not limited to, connection fees, boring under roads, etc., shall be included in Contractor's proposal price, whether such costs are incurred by Contractor or charged by the utility company.

D. Submission of a proposal by Contractor shall be considered an acknowledgment by Contractor of his compliance with this Section.

1.5 CODES, PERMITS, AND FEES

A. Contractor shall comply with all local, State, and national codes and shall pay for all applicable costs, fees, permits, licenses, and inspections for this Division.

1.6 TEMPORARY HEAT

A. Temporary heat will be furnished by General Contractor. Use of the permanent heating system will not be allowed without written authorization from Engineer and Owner. In case the permanent heating system is used for temporary heat, General Contractor shall pay all the costs until acceptance by Owner. Warranty of equipment shall not start until acceptance by Owner.

1.7 DRAWINGS

A. Contract Drawings are diagrammatic only and are not intended to be scaled for dimensions. All dimensions shall be taken from Engineerural Drawings, certified equipment Drawings, and from the structure itself before fabricating and Work. All space requirements and equipment locations shall be verified, coordinated with other trades, as it is the various Contractors' responsibility to install the systems complete in the space provided without extra charges to Owner.

B. It is intended that anything, whether labor and materials, which is usually furnished as part of any equipment specified and which is necessary for operation shall be furnished as part of the Contract without additional cost, whether or not shown or described.

C. All piping in finished areas of the building shall be concealed except where otherwise noted on the Drawings.

D. All equipment shall be installed in accordance with manufacturer's recommendations, unless approval is given in writing by Engineer for deviation.

1.8 REQUIREMENTS OF REGULATORY AGENCIES

A. The mechanical Work shall be performed in strict accordance with the local and State codes, ordinances, and regulations governing the particular Work involved. Furnish, without extra charge, any additional material and labor when and where required to comply with these Rules and Regulations, though the Work is not mentioned in the Specifications or shown on the Drawings. When the Specifications or Drawings call for or describe materials or construction of a better quality or larger sizes than required by the above mentioned Rules and Regulations, the provisions of these Specifications and accompanying Drawings shall take precedence.

1.9 QUALIFICATIONS

A. All mechanics shall be capable journeymen, skilled in the Work assigned to them with licensing required by the inspecting authority. All welders must have been certified within the past 3 years to perform the Work which they are doing.

1.10 WARRANTY

A. All materials and equipment shall be new unless otherwise specified.
B. Guarantee all workmanship, material and equipment and replace any found defective without cost to Owner, for 1 year after final acceptance, as defined in General Conditions.
C. Each warranty for longer than 1 year as described above (that comes with equipment used on the job) shall be passed into Owner in the Operation and Maintenance Manual, along with the dates of start and end of warranty.
D. Refer to General Conditions for additional information regarding specific warranty requirements.

1.11 PROJECT RECORD DOCUMENTS

A. Before final payment, provide Engineer with one clean set of Drawings and Specifications corrected up-to-date as job progress. These documents shall reflect the As-Built conditions. Refer to General Conditions for additional information.

1.12 SUBMITTALS

A. The intent of this Section is to give general submittal information; refer to specific submittal information in the subsequent Mechanical Sections.
B. Sale of Electronic CADD Files:
   1. Refer to Engineerural Specification Section 01 33 00 "Submittal Procedures" OR call the Parkhill, office issuing this Project and request the pricing for electronic files.
C. Within 30 days after award of the Contract, and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate and/or provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Submittal shall be electronic using pdf file extension.

D. Requirements for Each Submittal:
   1. Bear a dated stamp or specific written indication that Contractor has reviewed and approved all submittal prior to submission to Engineer.
   2. Have all information deleted by Contractor that pertains to the means and methods of construction or to fabrication by Contractor that pertains to the means and methods of construction or to fabrication, assembly, installation, or erection (approval by Engineer shall not extend to these areas unless specifically noted by Engineer).
   3. Be clearly and SPECIFICALLY marked as to which specific piece of equipment is being submitted, bye use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page.
   4. Be clearly marked as to which available options are being submitted that are associated with a piece of equipment.
   5. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable the Engineer to review the proposed equipment.

E. Omission by Contractor of any of the above requirements or submittals will subject submittal to automatic rejection without review.

F. Any submittals received by Engineer that were not requested shall be returned without review of any kind.

G. Installation Instructions: For certain products or systems as identified in subsequent Specifications Sections or on the Drawings, Contractor shall be required to provide copies of manufacturer's installation instructions with the submittal. When required as such, the installation instructions are considered part of the submittal and their omission may result in automatic rejection of the submittal. Where more than one identical device is scheduled, only one set of installation instructions needs to be submitted; e.g., if seven 5-ton split systems air conditions are scheduled, only one 5-ton unit installation instruction needs to be submitted. Similarly, if one set of installation instructions is identified by the manufacturer and on the instructions to be applicable to more than 1 type or size of devices, e.g., if one set of air conditioner instructions is good for 3-, 4-, 5-ton units, then only one instruction set is required for these devices.

1.13 SUBSTITUTED PRODUCTS

A. Material or equipment specified by manufacturer's name is being used as a basis of standard, unless otherwise noted. Engineer will be the sole judge on the equivalence of substituted equipment and materials.

B. It shall be Contractor's responsibility to verify that submitted substitute equipment will fit in space available. Contractor's submittal for acceptance of the substitute shall include a written statement of whether or not such acceptance would require any subsequent or associated changes to the Drawings or Specifications. Any such changes shall be described in writing, briefly but complete.

C. Contractor shall be responsible for the costs of any such modifications due to substitution of materials or equipment for that which was specified or scheduled. The cost shall be complete; that is, it shall include the cost effect of any and all other trades.

D. Engineer may request detailed Shop Drawing or plan layouts of mechanical rooms or systems of the substituted equipment.

1.14 SAFETY

A. General: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and Contractor shall comply with all laws governing safety, specifically the "Occupational Safety and Health Standards" and the "Safety and Health Regulations for Construction," state and federal.

B. According to OSHA, a hazardous chemical is any chemical which is a physical hazard or a health hazard. This may include items such as paints, solvents, adhesives, sealants, cleaners, etc. If a Contractor produces, uses, or stores hazardous chemicals at the workplace, then Contractor shall develop, implement, and maintain a hazard communication program in compliance with the latest OSHA requirements. In Projects with multiple tenants in which the building is partially occupied during all or part of the Project, Contractor shall inform the Building Manager or Owner, according to OSHA guidelines, of any hazardous chemicals being produced, stored, or used in the building so that other tenants may be notified. Contractor shall employ required methods of training, information, handling, ventilation, labeling, storing, disposal, and removal of hazardous chemicals.

1.15 LABELING

A. Each device for which an independent testing authority has established a standard shall have affixed a label indicating its compliance and listing. Refer to General Conditions for list of such independent testing authorities.

1.16 SITE VISIT REPORTS

A. During the course of the job, Engineer will make Site visits to observe Work in progress and will subsequently prepare a written Site visit report, which will be sent to Contractor and to whomever else Engineer desires. Contractor shall prepare a written and typed response within 7 calendar days of his receiving the Site visit report. General Contractor shall include in his response the following information.
   1. Date of Site visit by Engineer.
   2. Date of receipt of the Site visit report.
   3. Name and title of the preparer of the response.
   4. An item number referenced to the Site report.
   5. A brief three- or four-word description of the item.
   6. Contractor or Subcontractor affected.
   7. The proposed course of action.
   8. An expected time of completion of the action.

1.17 CUTTING AND PATCHING

A. No joists, beams, girders, columns, slabs, or other structural elements shall be cut, drilled, or altered in any way by Contractor without first obtaining written permission and instructions from Engineer.

B. Where it is necessary to cut through any non-structural elements of walls, floors, or ceilings to permit the installation of any Work under this Contract, or to repair any defects that may appear up to the expiration of the guarantee, such cutting shall be done by Contractor with as little damage as reasonably possible to the element being cut or to adjacent elements.

C. After the necessary Work has been completed, the damage shall be repaired by the respective Contractor, who shall pay all costs of such cutting, repairs, and patching. All patching or sealing of cuts, penetrations, etc., including final appearance of same, shall be done to the approval of Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials shall be new and of specified quality, unless specifically noted otherwise. Materials shall be free from defects. Where manufacturer names are mentioned in the Specifications or on the Drawings, it has been done in order to establish a standard of quality and construction.

B. Contractor will be responsible for transportation of his material to and from the job Site and will be responsible for the storage and protection of his materials and Work until the final acceptance of the job. At the end of each day of Work, each Contractor is responsible for covering or protecting his Work and/or materials that may be susceptible to damage even if such damage is the result of unforeseen causes, e.g., an overnight thunderstorm. Failure to do so will be sufficient cause for rejection of any item in question, and any such item shall be replaced by Contractor at no cost to Owner.

C. Contractor shall verify that all pieces of equipment will fit through available openings in the building and that all equipment can be installed without modification of building structure.

2.2 EQUIPMENT SCHEDULE

A. All equipment major items are specified in the equipment schedules on the Drawings and shall be new and furnished complete with all accessories normally supplied with the catalog item listed and all other accessories necessary for a complete and satisfactory installation.

B. Equipment items so noted will require start-up by factory trained personnel. Equipment items so noted will require factory approved service personnel who shall provide all service, including all parts and all labor, as requested by Owner, during the full period of equipment warranty.

2.3 EQUIPMENT RATINGS

A. Equipment capacities as scheduled on the Drawings are at Project Site altitude. Capacities of submitted equipment must be corrected for Project Site altitude unless otherwise noted.

2.4 WORKMANSHIP

A. The workmanship shall, in all respects, be of the highest grade, and all construction shall be done according to the best practices of the trade. Piping, ducting and conduit shall be concealed unless otherwise noted, and installed square to the building lines. Any Work not meeting this requirement shall be replaced or rebuilt without extra expense to Owner.

2.5 V-BELT DRIVES

A. V-belt drives shall be of fabric and rubber construction of approved manufacture. Multiple belts shall be matched and all belts shall be adjusted to drive the apparatus properly and to prevent slippage and undue wear in starting motor nameplate rating.

2.6 BELTGUARDS

A. Contractor shall provide for each V-belt drive a painted steel belt guard, which shall be constructed around an angle iron frame, securely bolted to the floor or apparatus. The guard shall completely enclose drives and pulleys and be constructed to comply with all safety requirements. Hinged access doors not less than 6- by 6-inch shall be provided for access to motors and fan shaft for test purposes.

2.7 ELECTRICAL WIRING AND CONTROL EQUIPMENT

A. All disconnects, motor starters, relays, wiring, etc. shall comply with all requirements of Section 26 05 00 "Basic Electrical Methods" of the electrical Specifications.
B. Mechanical Contractor must refer to the electrical control equipment and wiring shown on the Electrical Drawings. Any changes or additions required by specified or substituted equipment furnished shall be the complete responsibility of Contractor furnishing the equipment.
C. All electrical equipment characteristics (voltage, etc.) must be VERIFIED by Mechanical Contractor prior to ordering. It is imperative that voltage and phase characteristics are checked with the Electrical Drawings.
D. All motors shall be built in accordance with the current applicable IEEE, ASA, and NEMA standards. All general-purpose motors shall be open drip-proof machines for installation indoors and/or in protected locations. Totally enclosed fan cooled (TEFC) motors shall be used in all areas of exposure to weather or other environmental contamination. Motors shall be rated explosion-proof when located in hazardous atmospheres. Type II weather-protected motors may be used in lieu of TEFC motors on roof fan units and similar equipment. Motors mounted in direct sun shall be provided with a shield to for direct radiation from the sun when the sun is 45 degrees F or greater above the horizon.
E. Unless indicated otherwise, motors shall be NEMA design B with a service factor of 1.15 with 40 degrees C rise and total temperature rise of 65 degrees C ambient and when powered from the system voltage feeding the motor. TEFC motors shall have a service factor of 1.00 with total temperature rise of 65 degrees C in the above conditions. Single-phase motors shall be NEMA Type N split-phase induction motors with built-in thermal protectors. Single-phase motors connected on loads requiring high starting torque shall be capacitor-start induction motors.
F. All motors shall be all copper wound, high power factor, high efficiency motors. Electric motors shall be an energy efficient type as defined in the latest edition of NEMA document number MG1. Motor efficiency shall be made available to Engineer as required.
G. If there is not a separate "Controls Contractor" for this Project, Mechanical Contractor is responsible for providing and installing all control wiring. Wiring and conduit is to be provided and installed as directed under Division 26 Specifications.

2.8 EQUIPMENT AND PIPING SUPPORTS

A. All supporting systems for piping, equipment, and materials supported by the building structure shall be submitted to the Engineer for approval prior to purchase and installation.

B. Roof Supports:

1. Manufacturer's installation recommendations vary depending on roof types, but Contractor is responsible for verifying the roof type and adhering strictly to the appropriate set of manufacturer's installation instructions.

2.9 ROOF PENETRATIONS

A. Piping:

1. Penetration shall be accomplished with factory-made assemblies designed specifically for the purpose. The use of pitch pans or pitch pockets is not allowed. Contractor shall provide a factory-made penetration assembly as follows:

a. For pipes, conduits, etc., up to 3 inches in diameter that can or are intended to be turned to horizontal after passing through the roof (e.g., small electrical conduit, gas piping, refrigerant lines, water pipes, etc.) the device shall consist of a curb assembly with a welded 18 gauge galvanized steel shell and base, 1-1/2 inches thick 3 pounds per cubic foot rigid insulation, 0.50-inch aluminum or 20 gauge galvanized cap with minimum 3-inch over hang and 1-inch rigid insulation, and 2- x 6-inch wood nailer. Product shall be Custom Curb Model CPC, ThyCurb Model RP-2 with TC-1, 2, or 3 curb, or approved equivalent.

B. Ductwork with Equipment:

1. Each pierce of roof mounted equipment such as exhaust or supply fans, relief or intake hoods, packaged rooftop air conditioners, air handlers, etc., shall be provide and installed with an insulated roof curb designed to mate with the equipment and provide a weatherproof enclosure. In the event that a presinsulated curb is not available, an uninsulated curb is acceptable if Contractor provides and installs field insulation per manufacturer's instructions. Contractor shall provide the roof curb(s) to Roofing Contractor for installation.

C. General:

1. All roof flashing assemblies and roof curbs shall be closely coordinated with other Work through Roofing Contractor to ensure that the flashing, canting, insulation type and location, etc., is correct and appropriate for the particular roof construction type.
2. Each roof curb shall be selected and provided so that the top of the curb shall be level after installation. Provide tapered curb as required to match roof slope. The curb shall provide a minimum clearance of 10 inches between the top of the finished roof surface and the top of the wood nailer, continuous around the curb perimeter.
3. Each roof penetration location shown on the Drawings is approximate. Refer to the Engineerural and Structural Drawings for the structural openings. Refer to "Cutting and Patching" paragraph in this Section of this Specification for more information.
4. Provide each roof curb with other options as scheduled on the Drawings.

2.10 ACCESSIBILITY

A. Access Panels:
1. Access panels shall be provided wherever necessary for possible future replacement, adjustment, or maintenance of operating devices such as machinery, valves, dampers, switches, relays, etc., or to other critical non-operating devices such as pull boxes, inspection parts, gauges, etc. Such access panels shall be provided and install by Contractor, whether or not shown on the Drawings, and shall be brought to the attention of Engineer for approval of type, color, etc. Where access is provided in rated members, the access panels shall be of a type that maintains the integrity of the member penetrated.

B. Access to Equipment:
1. All pipes, tubing, conduit, etc., including but not limited to draining piping of any type, electrical conduit, wiring not in conduit, and pneumatic control tubing shall be installed in such a way so as not to prevent and/or not to make necessary difficult the removal, operation, use, or maintenance of equipment, access panels or doors, pathways (especially in attics or crawlspaces), observation ports, measurement, balancing devices, or junction boxes.
2. If access for these purposes is prevented or made unreasonably difficult in the opinion of Engineer, then Contractor shall make modifications or repairs at no cost to anyone except Contractor. Such modifications or repairs shall be considered neither complete nor adequate until Engineer is satisfied that access for the above purpose is achieved.

2.11 PROTECTION OF PENETRATION

A. All penetrations of fire or smoke barriers shall be sealed, sleeves (if any), insulation (if any), and vibration isolation (if any) that maintain the fire or smoke resistance of the barrier in accordance with the latest edition of NFPA 101 Life Safety Code.
B. Contractor shall verify locations and type of all partitions penetrations from the Drawings. Sealing material and methods shall be per UL recommendations.

2.12 BEDDING COURSE

A. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 STORAGE

A. Provide for proper storage of all materials and equipment and assume responsibility for losses due to any cause. All storage shall be within the contract limits of the building Site or in a bonded warehouse. All equipment and materials must be covered and stored out of the elements; any item, which has become rusted, will not be permitted to be used.

B. Each Contractor shall provide temporary storage facilities suitable for equipment stored at the Job Site. Storage facilities shall be rainproof and lockable as required. Materials or equipment stored on Site but not in a lockable rainproof storage facility shall be stored above ground or above slab. Contractor shall take necessary precautions to prevent entry of and/or damage from dirt, trash, water, or vermin. Equipment not properly stored and protected shall be, at the discretion of Engineer, replaces at no cost to Owner. Roofs are not acceptable storage areas unless specifically allowed in writing by Engineer.

3.2 INSTALLATION AND ARRANGEMENT

A. Install all Work to permit removal (without damage to other parts) of coils, heat exchanger bundles, boiler tubes, fan shafts and wheels, filters, belt guards, sheaves and drives, and all other parts which might require periodic replacement or maintenance. Arrange pipes, ducts, and equipment to permit ready access to valves, traps, starters, motors, control components, and to clear opens of doors and of access panels.
B. Offsets, transitions, and changes in direction in pipes and ducts shall be made as required to maintain proper head room and pitch of sloping pipes whether or not indicated on the Drawings. Furnish and install all traps, air vents, sanitary vents, etc., as required to affect these offsets, transitions, and changes in direction.
C. Duct transitions and offsets required to connect ductwork to equipment shall be made as required whether or not indicated on the Drawings.

3.3 PROTECTION OF WORK AND PROPERTY

A. Where there are existing facilities, be responsible for protection thereof, whether or not such facility is to be removed or relocated or remain as installed. Moving or removing any facility must be done so as not to cause interruption to the Work or Owner's Operation.
B. All pipe and duct openings shall be closed with caps or plugs during installation. All fixtures shall be covered and protected against injury. At final completion, all Work shall be cleaned and delivered in an unblemished condition or refinished and repainted at the discretion of Engineer.

3.4 CONCEALED AND EXPOSED WORK

A. "Concealed" is intended to mean within such spaces as pipe chases, pipe trenches, above plaster ceilings, in walls and buried pipe is inaccessible when building is completed. "Exposed" is intended to be within equipment rooms, unfinished spaces, above "pushup" ceilings, accessible pipe tunnels, etc., where pipe is accessible.

3.5 CONCRETE

A. Mechanical Contractor shall coordinate all requirements for concrete. All concrete shall be furnished under the Engineer Divisions of these Specifications.

3.6 FIELD MEASUREMENTS

A. Contractor shall verify the dimensions and conditions governing Work at the Project Site. He shall examine adjoining Work on which his Work is dependent, for perfect efficiency, and shall report any Work which must be corrected.

3.7 LUBRICATION

A. Contractor shall provide all oil and grease for the operating of all equipment until acceptance. Contractor shall be held responsible for all damage to bearings while the equipment is being operated by him up to the date of acceptance of the equipment. Contractor shall protect all bearings and shafts during installation and shall thoroughly grease the steel shafts to prevent corrosion.

3.8 MANUFACTURER'S DIRECTION

A. Contractor shall install all equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions conflict with the Plans and Specifications, Contractor shall report such conflicts to Engineer, who shall make changes deemed necessary and desirable.

3.9 FLUSHING, CLEANING, AND STERILIZING

A. Before final connections are made in the piping systems, all piping shall be blown out with air and then completely washed out with cleaning compounds. The systems shall be flushed for complete removal of all foreign materials. Furnish all temporary connections, valves, etc., required for this purpose.
B. After flushing, sterilize the domestic water systems with an approved chlorinating agent to provide a dosage on not less than 50 ppm. After minimum contact period of 8 hours, the system shall be flushed with clean water until the residual chlorine is no greater than the city water.

3.10 TESTS

A. Test all, storm, vent, and waste lines with either a 5 psi air test or a standing water test of 12 feet of head pressure. Test shall be held for a minimum of 2 hours, or as required by local code.
B. Test all new domestic cold, hot, and recirculating hot water service lines at 50 psig above operating pressure, without exceedidng the pressure rating of the piping materials. Test shall be held for a minimum of 2 hours, or as required by local code.
C. Test all new gas lines at 1-1/2 times the proposed maximum working pressure, but not less than 5 psig. Test to be held for a minimum of 2 hours, or as required by local code.
D. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
E. All tests shall be witnessed and approved by Engineer and the local authority having jurisdiction before covering or insulating. The satisfactory operation of blowers, pumps and other equipment with moving parts shall be demonstrated to Engineer. Equipment without movable parts shall have pressure or other tests performed by Contractor to demonstrate satisfactory operation.
F. Furnish all instruments, pumps, blowers, and equipment required for the testing.
G. Provide written copies of these test reports for inclusion on the Operations and Maintenance Manuals and submit one copy to Engineer.

3.11 PAINTING

A. Surfaces of all equipment and material not provided with a factory finish coat shall be thoroughly cleaned, primed (if not factory primed) and finish coated with a high quality alkyd industrial enamel of a color chosen by Owner.

3.12 SPECIAL OPENINGS

A. Contractor shall attempt to schedule delivery of all large equipment requiring special openings for installation prior to enclosing of area. Where this is not possible written notice of required openings which must be provided shall be listed by size and location and submitted to General Contractor prior to enclosing of areas involved. Work required to construct openings and the associated cost of enclosing them shall be done at no additional cost to Owner.

3.13 PLACING IN OPERATION

A. All ducts, pipes, equipment, controls, etc., shall be cleaned of plaster and other foreign debris
B. Before final acceptance, all strainers shall be thoroughly cleaned or replaced, all bearings shall be oiled or greased and all drains shall be cleaned out and primed. All permanent filters shall be cleaned; throwaway type filters shall be replaced with new filters.
C. The systems shall be placed in operation.
D. Contractor shall verify that all controls are set to meet operating conditions specified.
    1. Example: Boiler operating control set at 180 degrees F. Limit control set at 200 degrees F.
E. Contractor shall verify that all pieces of equipment are operable and that all sequence of controls are being met.
F. Contractor to adjust seating through the first year as required by Engineer.

3.14 BALANCING, TESTING, AND ADJUSTING THE MECHANICAL SYSTEMS

A. Contractor shall include in their proposal the cost of testing, adjusting, and balancing (TAB). Mechanical Contractor shall provide a TAB report that shows the corrected airflow or coordinate with TAB Contractor to balance the system and correct deficiences noted by the TAB Contractor during TAB testing.

3.15 OPERATION AND MAINTENANCE INSTRUCTIONS

A. Contractor shall prepare and provide electronic copies of operating and maintenance manuals. Contractor shall deliver the electronic sets to Engineer for approval. Each manual shall be in a ring binder and shall be indexed with dividers for each Section. Delivery of required documents is a condition of final acceptance.
B. Each manual shall contain, but not limited to, the following general sections:
    1. Certificates of acceptance from the inspecting authorities.
    2. Waiver of all liens.
    3. Warranties with starting dates and end dates for each pieces of equipment and/or for each system (warranties shall begin on date of substantial completion and acceptance by Owner).

4. Names, telephone, and fax numbers and addresses of all subcontractors, vendors, manufacturer's representatives, and warranties providers.
5. Certification letters from each Contractor that each system furnished and installed by that Contractor and/or subcontractors is started-up, balanced, adjusted, and checked for proper operation in accordance with the intent of the Contract Documents.
6. Spare parts lists for each piece of equipment.
7. Lubrication charts showing type of lubrication and application methods and frequencies.
8. Filter cleaning or replacement schedule (on Contractor's letterhead stationary).
9. Preventative maintenance schedule for checking all items such as belt drives, safety controls, oil and refrigerant charges, and seasonal changer over recommendations. Cleaning of all strainers, traps, coils, tower pans, tubes, sprays, etc. (on Contractor's letterhead stationary).
10. Normal operating instructions including a sequence of operations (on Contractor's letterhead stationary).
11. Instructions as to procedures to be followed for emergency situations, such as alarms or safety items being tripped (on Contractor's letterhead stationary).
12. Instruction on who to call for service during guarantee period (on Contractor's letterhead stationary).
13. Copies of As-Built Drawings on reproducible vellum as produced by a Xerox or photographic process.
14. Copies of all approved Shop Drawing Submittals including nameplate date, design parameters, name, telephone and fax numbers, address of vendor, manufacturer's representative and warrantee provider.

C. Approval will not be given for final payment until the tests, balancing, and operating instruction portions have been completed.

3.16 INSTRUCTIONS TO OWNER

A. Contractor shall instruct Owner's operating personnel in the operations and maintenance of all mechanical systems and equipment. There shall be a minimum of 2 hours of training. Contractor shall furnish any special servicing tools required for maintenance.

B. Contractor shall conduct a demonstration of the installation upon completion and final acceptance of the Work. There shall be a minimum 2-hour demonstration. Prior to this, all Work shall have been completed, tested, balanced, and placed in operation. Qualified personnel must be present at the demonstration to operate all the systems and prove the performance of the equipment. The schedule for this demonstration shall be coordinated with Engineer.

3.17 EXCAVATION FOR PIPE AND CONDUIT

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade. Level bottom of all trenches and cover all PVC pipe with processed chat.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
3. Excavate trenches 4 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

E. All piping and conduit trenches across pavement shall be backfilled with two-sack concrete to within 12 inches of finished grade.

F. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D698:
1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

G. Install detectable warning tape above conduits and pipe, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

H. Protection:
1. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
2. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
    a. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
3. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
    a. Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to the greatest extent possible.

I. Disposal of Surplus and Waste Materials:
1. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property unless otherwise directed by Owner.
2. Repair: Any damage to shrubs, grass or structures shall be repaired to previous condition by Contractor at no additional expense to Owner.

J. Bracing and Sheeting: Open cut trenches shall be sheeted and braced as required by OSHA and the requirements of the State of Texas as necessary for the safety of workers or the protection of property.

END OF SECTION

SECTION 23 05 00.20 - BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. The following basic mechanical materials and methods to complement other Division 23 Sections.
      a. Piping materials and installation instructions common to most piping systems.
      b. Concrete equipment base construction requirements.
      c. Equipment nameplate data requirements.
      d. Labeling and identifying mechanical systems and equipment is specified in Section 23 05 53 "Identification for HVAC and Plumbing Piping and Equipment."
      e. Nonshrink grout for equipment installations.
      f. Field-fabricated metal and wood equipment supports.
      g. Installation requirements common to equipment specification Sections.
      h. Cutting and patching.
      i. Touch-up painting and finishing.
   2. Pipe and pipe fitting materials are specified in piping system Sections.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Pipe, pipe fittings, and piping include tube, tube fittings, and tubing.

B. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below the roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.

C. Exposed Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

D. Exposed Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

E. Concealed Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

F. Concealed Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 01 and Section 23 05 00 "General Mechanical Requirements."

B. Product data for following piping specialties:
   1. Mechanical sleeve seals.
   2. Dielectric Fittings.
   3. Access Doors.

1.4 QUALITY ASSURANCE

A. Qualify welding processes and operators for piping according to ASME "Boiler and Pressure Vessel Code," Section IX, "Welding and Brazing Qualifications."
   1. Comply with provisions of ASME B31 Series "Code for Pressure Piping."
   2. Certify that each welder has passed AWS qualification tests for the welding processes involved and that certification is current.
B. ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.
C. Equipment Selection: Equipment of greater or larger power, dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. No additional costs will be approved for these increases, if larger equipment is approved. If minimum energy ratings or efficiencies of the equipment are specified, the equipment must meet the design requirements and commissioning requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.
B. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. When stored inside, do not exceed structural capacity of the floor.
C. Protect flanges, fittings, and piping specialties from moisture and dirt.
D. Protect stored plastic pipes from direct sunlight. Support to prevent sagging and bending.

1.6 SEQUENCING AND SCHEDULING

A. Coordinate mechanical equipment installation with other building components.
B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.
C. Coordinate the installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning prior to closing in the building.
E. Coordinate connection of electrical services.
F. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.
G. Coordinate requirements for access panels and doors where mechanical items requiring access are concealed behind finished surfaces.
H. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces. Install identifying devices prior to installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 PIPE AND PIPE FITTINGS

A. Refer to individual piping system specification Sections for pipe and fitting materials and joining methods.
B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual piping system Specification Sections in Division 23 for special joining materials not listed below.
B. Pipe Flange Gasket Materials: Suitable for the chemical and thermal conditions of the piping system contents.
   1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness, except where thickness or specific material is indicated.
      a. Full-Face Type: For flat-face, Class 125 cast-iron and cast-bronze flanges.
      b. Narrow-Face Type: For raised-face, Class 250 cast iron and steel flanges.
   2. ASME B16.20 for grooved, ring-joint, steel flanges.
   3. AWWA C110, rubber, flat face, 1/8-inch-thick, except where other thickness is indicated; and full-face or ring type, except where type is indicated.
C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, except where other material is indicated.
D. Plastic Pipe Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, except where other type or material is indicated.
E. Solder Filler Metal: ASTM B32.
   1. Alloy Sn95 or Alloy Sn94: Tin (approximately 95 percent) and silver (approximately 5 percent), having 0.10 percent lead content.
F. Brazing Filler Metals: AWS A5.8.
   1. BCuP Series: Copper-phosphorus alloys.
   2. BAg1: Silver alloy.
G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
H. Solvent Cements: Manufacturer's standard solvents complying with the following:
   1. Acrylonitrile-Butadiene-Styrene (ABS): ASTM D2235.
   2. Chlorinated Poly (Vinyl Chloride) (CPVC): ASTM F493.
   3. Poly (Vinyl Chloride) (PVC): ASTM D2564.
   4. PVC to ABS Transition: Made to requirements of ASTM D3138, color other than orange.
I. Plastic Pipe Seals: ASTM F477, elastomeric gasket.
J. Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts: AWWA C110, rubber gasket, carbon steel bolts and nuts.
K. Couplings: Iron body sleeve assembly, fabricated to match outside diameters of plain-end pressure pipes.
   1. Sleeve: ASTM A126, Class B, gray iron.
   2. Followers: ASTM A47, Grade 32510 or ASTM A536 ductile iron.
   3. Gaskets: Rubber.
   4. Bolts and Nuts: AWWA C111.
   5. Finish: Enamel paint.

2.3 PIPING SPECIALTIES

A. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type where required to conceal protruding fittings and sleeves.
   1. Inside Diameter: Closely fit around pipe, tube, and insulation.
   2. Outside Diameter: Completely cover opening.
   3. Cast Brass: One-piece, with setscrew.
      a. Finish: Rough brass.
      b. Finish: Polished chrome plate.
   4. Cast Brass: Split casting, with concealed hinge and setscrew.
      a. Finish: Rough brass.
      b. Finish: Polished chrome plate.
   5. Stamped Steel: One-piece, with setscrew and chrome-plated finish.
   6. Stamped Steel: One-piece, with spring clips and chrome-plated finish.
   7. Stamped Steel: Split plate, with concealed hinge, setscrew, and chrome-plated finish.
   8. Stamped Steel: Split plate, with concealed hinge, spring clips, and chrome-plated finish.
   9. Stamped Steel: Split plate, with exposed-rivet hinge, setscrew, and chrome-plated finish.
   10. Stamped Steel: Split plate, with exposed-rivet hinge, spring clips, and chrome-plated finish.
   11. Cast-Iron Floor Plate: One-piece casting.

B. Dielectric Fittings: Assembly or fitting having insulating material isolating joined dissimilar metals to prevent galvanic action and stop corrosion.
   1. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld neck end types and matching piping system materials.
   2. Insulating Material: Suitable for system fluid, pressure, and temperature.
   3. Dielectric Unions: Factory-fabricated, union assembly for 250-psig minimum working pressure at a 180 degrees F temperature.
   4. Dielectric Flanges: Factory-fabricated, companion-flange assembly for 150- or 300-psig minimum pressure to suit system pressures.
   5. Dielectric-Flange Insulation Kits: Field-assembled, companion-flange assembly, full-face or ring type. Components include neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
      a. Provide separate companion flanges and steel bolts and nuts for 150- or 300-psig minimum working pressure to suit system pressures.
   6. Dielectric Couplings: Galvanized-steel coupling, having inert and noncorrosive, thermoplastic lining, with threaded ends and 300-psig minimum working pressure at 225 degrees F temperature.
   7. Dielectric Nipples: Electroplated steel nipple, having inert and noncorrosive thermoplastic lining, with combination of plain, threaded, or grooved end types and 300-psig working pressure at 225 degrees F temperature.

C. Mechanical Sleeve Seals: Modular, watertight mechanical type. Components include interlocking synthetic rubber links shaped to continuously fill annular space between pipe and sleeve. Connecting bolts and pressure plates cause rubber-sealing elements to expand when tightened.

D. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:

1. Steel Sheet Metal: 24-gauge or heavier galvanized sheet metal, round tube closed with welded longitudinal joint.
2. Steel Pipe: ASTM A53, Type E, Grade A, Schedule 40, galvanized, plain ends.
3. Cast-Iron: Cast or fabricated wall pipe equivalent to ductile-iron pressure pipe, having plain ends and integral water stop, except where other features are specified.
4. Wall Penetration Systems: Wall sleeve assembly, consisting of housing, gaskets, and pipe sleeve, with 1 mechanical-joint end conforming to AWWA C110 and one plain pipe-sleeve end.
    a. Penetrating Pipe Deflection: 5 percent without leakage.
    b. Housing: Ductile-iron casting having waterstop and anchor ring, with ductile-iron gland, steel studs and nuts, and rubber gasket conforming to AWWA C111, of housing and gasket size as required to fit penetrating pipe.
    c. Pipe Sleeve: AWWA C151, ductile-iron pipe.
    d. Housing-to-Sleeve Gasket: Rubber or neoprene push-on type of manufacturer's design.
5. Cast-Iron Sleeve Fittings: Commercially made sleeve having an integral clamping flange, with clamping ring, bolts, and nuts for membrane flashing.
    a. Underdeck Clamp: Clamping ring with setscrews.

2.4 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C1107, Grade B.
1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5,000-psi, 28-day compressive strength.
3. Packaging: Premixed and factory-packaged.

2.5 ACCESS DOORS

A. Flush mounted steel access doors with 16 gauge frame and 14 gauge panel. Prime coat finish. Concealed spring hinges, screwdriver cam-lock. Doors in fire rated surfaces shall be UL listed and labeled. Doors to be Milcor or approved equivalent.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. General: Install piping as described below, except where system Sections specify otherwise. Individual piping system Specification Sections in Divisions 23 specify piping installation requirements unique to the piping system.

B. General Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, except where deviations to layout are approved on Coordination Drawings.

C. Install piping at indicated slope.

D. Install components having pressure rating equal to or greater than system operating pressure.

E. Install piping in concealed interior and exterior locations, except in equipment rooms and service areas.
F. Install piping free of sags and bends.
G. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, except where indicated.
H. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.
I. Install piping to allow application of insulation plus 1-inch clearance around insulation.
J. Locate groups of pipes parallel to each other, spaced to permit valve servicing.
K. Install fittings for changes in direction and branch connections.
L. Install couplings according to manufacturer's printed instructions.
M. Install pipe escutcheons for pipe penetrations of concrete and masonry walls, wall board partitions, and suspended ceilings according to the following:
    1. Chrome-Plated Piping: Cast-brass, one-piece, with setscrew, and polished chrome-plated finish. Use split-casting escutcheons, where required, for existing piping.
    2. Uninsulated Piping Wall Escutcheons: Cast-brass or stamped-steel, with setscrew.
    3. Uninsulated Piping Floor Plates in Utility Areas: Cast-iron floor plates.
    4. Insulated Piping: Cast-brass or stamped-steel, with concealed hinge, spring clips, and chrome-plated finish.
    5. Piping in Utility Areas: Cast-brass or stamped-steel, with setscrew or spring clips.
N. Sleeves are required for core drilled holes.
O. Install sleeves for pipes passing through concrete and masonry walls, concrete floor and roof slabs, and where indicated.
P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, concrete floor and roof slabs, and where indicated.
    1. Cut sleeves to length for mounting flush with both surfaces.
        a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 4 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring where specified.
    2. Build sleeves into new walls and slabs as Work progresses.
    3. Install large enough sleeves to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
        a. Steel Pipe Sleeves: For pipes smaller than 6 inches.
        b. Steel Sheet-Metal Sleeves: For pipes 6 inches and larger that penetrate gypsum board partitions.
        c. Cast-Iron Sleeve Fittings: For floors having membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 4 inches above finished floor level. Flashing is specified in Division 07.
            1) Seal space outside of sleeve fittings with nonshrink, nonmetallic grout.
    4. Except for below-grade wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants specified in Division 07.

Q. Above Grade, Exterior Wall, and Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installation of mechanical seals.
    1. Install steel pipe for sleeves smaller than 6 inches.
    2. Install cast-iron wall pipes for sleeves 6 inches and larger.
    3. Assemble and install mechanical seals according to manufacturer's printed instructions.

R. Below Grade, Exterior Wall, and Pipe Penetrations: Install cast-iron wall pipes for sleeves. Seal pipe penetrations using mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installation of mechanical seals.
   1. Below Grade, Exterior Wall, and Pipe Penetrations: Install ductile-iron wall penetration system sleeves according to manufacturer's printed installation instructions.

S. Fire Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping sealant material. Firestopping materials are specified in Division 07.

T. Verify final equipment locations for roughing in.

U. Refer to equipment specifications in other Sections for roughing-in requirements.

V. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping system Sections.
   1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
   2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
   3. Soldered Joints: Construct joints according to AWS "Soldering Manual," in "The Soldering of Pipe and Tube" chapter.
   4. Brazed Joints: Construct joints according to AWS "Brazing Manual" in the "Pipe and Tube" chapter.
   5. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full inside diameter. Join pipe fittings and valves as follows:
      a. Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.
      b. Apply appropriate tape or thread compound to external pipe threads (except where dry seal threading is specified).
      c. Align threads at point of assembly.
      d. Tighten joint with wrench. Apply wrench to valve end into which pipe is being threaded.
      e. Damaged Threads: Do not use pipe or pipe fittings having threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
   6. Welded Joints: Construct joints according to AWS D10.12 "Recommended Practices and Procedures for Welding Low Carbon Steel Pipe" using qualified processes and welding operators according to the "Quality Assurance" Article.
   7. Flanged Joints: Align flange surfaces parallel. Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.
   8. Plastic Pipe and Fitting Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join pipe and fittings according to the following standards:
      a. Comply with ASTM F402 for safe handling of solvent-cement and primers.
      b. Acrylonitrile-Butadiene-Styrene (ABS): ASTM D2235 and ASTM D2661.
      c. Chlorinated Poly (Vinyl Chloride) (CPVC): ASTM D2846 and ASTM F493.
      d. Poly (Vinyl Chloride) (PVC) Pressure Application: ASTM D2672.
      e. Poly (Vinyl Chloride) (PVC) Non-Pressure Application: ASTM D2855.

f. PVC to ABS (Non-Pressure) Transition: Procedure and solvent cement described in ASTM D3138.

9. Plastic Pipe and Fitting Heat-Fusion Joints: Prepare pipe and fittings and join with heat-fusion equipment according to manufacturer's printed instructions.
   a. Plain-End Pipe and Fittings: Butt joining.
   b. Plain-End Pipe and Socket-Type Fittings: Socket joining.

W. Piping Connections: Except as otherwise indicated, make piping connections as specified below.
1. Install unions in piping 2 inches and smaller adjacent to each valve and at final connection to each piece of equipment having a 2-inch or smaller threaded pipe connection.
2. Install flanges in piping 2-1/2 inches and larger adjacent to flanged valves and at final connection to each piece of equipment having flanged pipe connection.
3. Dry Piping Systems (Gas): Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems (Water): Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.2 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

A. Install equipment to provide the maximum possible headroom where mounting heights are not indicated.
B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to Engineer.
C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, except where otherwise indicated.
D. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. Connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.
E. Install equipment giving right-of-way to piping systems installed at a required slope.

3.3 ACCESS DOORS

A. Furnish an access door for each pipe chase for each floor. This includes both toilet plumbing chases and pipe riser chases. Access doors assembly to be size 16 by 16 inches. Access doors are not shown on floor plans. Access door locations shall be field verified.
B. Also, furnish access doors in all non-removable ceiling and in partitions and walls where necessary access to plumbing cleanouts, shock absorbers, fire dampers, manual dampers, valves and other mechanical devices requiring access. Size these as required for access with minimum size of 12 by 12 inches.

C. Any access doors furnished for installation in fire rated surfaces or assembly shall carry an approved fire rating for that use.
D. Any access doors furnished for installation in glued on acoustical surfaces or assembly shall have recessed door to allow installation of tiles.
E. Provide all access doors to General Contractor for them to construct into the building.

3.4 PAINTING AND FINISHING

A. Refer to Division 09 for field painting requirements.

B. Damage and Touch-Up: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.5 CONCRETE BASES

A. Construct concrete equipment bases of dimensions indicated, but not less than 4 inches larger than supported unit in both directions. Follow supported equipment manufacturer's setting templates for anchor bolt and tie locations. Use 3,000-psi, 28-day compressive strength concrete and reinforcement use fibrillated or monofilament polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2- to 1-1/2 inches long. Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.5 pound per cubic yard.

3.6 ERECTION OF METAL SUPPORTS AND ANCHORAGE

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
B. Field Welding: Comply with AWS D1.1 "Structural Welding Code - Steel."

3.7 ERECTION OF WOOD SUPPORTS AND ANCHORAGE

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorage to support and anchor mechanical materials and equipment.
B. Select fastener sizes that will not penetrate members where oppoSite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood members.
C. Attach to substrates as required to support applied loads.

3.8 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations. Perform cutting by skilled mechanics of the trades involved.
B. Repair cut surfaces to match adjacent surfaces.

3.9 GROUTING

A. Install nonmetallic, nonshrink grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's printed instructions.
B. Clean surfaces that will come into contact with grout.

C. Provide forms for placement of grout, as required.
D. Avoid air entrapment when placing grout.
E. Place grout to completely fill equipment bases.
F. Place grout on concrete bases to provide a smooth bearing surface for equipment.
G. Place grout around anchors.
H. Cure placed grout according to manufacturer's printed instructions.

3.10 DEMOLITION

A. Disconnect, demolish, and remove Work specified under Divisions 23 and as indicated.

B. Where pipe, duct Work, insulation, or equipment to remain is damaged or disturbed, remove damaged portions and install new products of equal capacity and quality.
C. Accessible Work: Remove indicated exposed pipe and duct Work in its entirety.
D. Abandoned Work: Cut and remove buried pipe abandoned in place, 2 inches beyond the face of adjacent construction. Cap and patch surface to match existing finish.
E. Removal: Remove indicated equipment from the Project Site.
F. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.

END OF SECTION

SECTION 23 05 53 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates.
   2. Tags.
   3. Stencils.
   4. Pipe markers.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME A13.1 - Scheme for the Identification of Piping Systems.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Product Data: Submit manufacturers catalog literature for each product required.
C. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged valves; include valve tag numbers.

1.5 QUALITY ASSURANCE

A. Conform to ASME A13.1 for color scheme for identification of piping systems and accessories.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Nameplates
   1. Manufacturers:
      a. Seton Identification Products.
      b. Substitutions: Section 23 05 00 "Generald Mechanical Requirements.
B. Product Description: Laminated three-layer plastic with engraved black letters on light contrasting background color.

2.2 TAGS

A. Metal Tags
   1. Manufacturers:
      a. Brass with stamped letters; tag size minimum 1-1/2 inches diameter with finished edges.
B. Tag Chart: Typewritten letter size list of applied tags and location in anodized aluminum frame.

2.3 STENCILS

A. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 inches Outside Diameter of Insulation or Pipe: 1/2-inch high letters.
   2. Two and one half to 6 inches Outside Diameter of Insulation or Pipe: 1-inch high letters.
   3. Over 6 inches Outside Diameter of Insulation or Pipe: 1-3/4 inches high letters.
   4. Equipment: 1-3/4 inches high letters.
B. Stencil Paint: As specified in Section 09 90 00, semi-gloss enamel, colors and lettering size conforming to ASME A13.1.

2.4 PIPE MARKERS

A. Color and Lettering: Conform to ASME A13.1.
B. Plastic Pipe Markers:
   1. Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.
C. Plastic Tape Pipe Markers:
   1. Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
D. Plastic Underground Pipe Markers:
   1. Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service. Markers used on nonmetallic pipe shall contain tracer wire.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.
B. Prepare surfaces in accordance with Division 09 for stencil painting.

3.2 INSTALLATION

A. Apply stencil painting in accordance with Division 09.
B. Install identifying devices after completion of coverings and painting.
C. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive.
D. Install tags using corrosion resistant chain. Number tags consecutively by location.
E. Install underground plastic pipe markers 8 to 10 inches below finished grade, directly above buried pipe.
F. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Identify in-line pumps and other small devices with tags.
G. Identify control panels and major control components outside panels with plastic nameplates.
H. Identify valves in main and branch piping with tags.
I. Identify air terminal units and radiator valves with numbered tags.
J. Tag automatic controls, instruments, and relays. Key to control schematic.
K. Identify piping, concealed or exposed, with plastic pipe markers, plastic tape pipe markers,or stenciled painting. Use tags on piping 3/4-inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.

END OF SECTION

SECTION 23 07 05 - HVAC AND PLUMBING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Ductwork insulation.
2. Duct liner.
3. Insulation jackets.
4. Piping system insulation.
5. Insulation accessories including vapor retarders, jackets, and accessories.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM International:
1. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
3. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
4. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
5. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
6. ASTM C518 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
7. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
8. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
9. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
10. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation.
11. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
12. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
13. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type).
14. ASTM C610 - Standard Specification for Molded Expanded Perlite Block and Pipe Thermal Insulation.
15. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
16. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.

17. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
18. ASTM C1071 - Standard Specification for Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material).
19. ASTM C1126 - Standard Specification for Faced or Unfaced Rigid Cellular Phenolic Thermal Insulation.
20. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
21. ASTM C1290 - Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts.
22. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
23. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
24. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
25. ASTM E162 - Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source.
26. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

B. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 "General Mechanical Requirements" for submittals.
B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.
C. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Applicator: Company specializing in performing Work of this Section with minimum 3 years' experience approved by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on Site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.
B. Maintain temperature during and after installation for minimum period of 24 hours.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. Refer to Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 MAN MADE MINERAL FIBER

A. Manufacturers:
   1. Johns Manville.
   2. Knauf.
   3. Owens Corning.
   4. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
B. Insulation: ASTM C547 Mineral Fiber Pipe Insulation, Type I, 850 degrees F.
C. Vapor Retarder Jacket:
   1. ASTM C921, White Kraft paper with glass fiber yarn, bonded to aluminized film.
   2. Moisture Vapor Transmission: ASTM E96; 0.02 perm-inches.
D. Tie Wire: 0.048-inch stainless steel with twisted ends on maximum 12-inch centers.
E. Vapor Retarder Lap Adhesive: Compatible with insulation.
F. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.
G. Glass Fiber Fabric:
   1. Cloth: Untreated; 9 ounces per square yard weight.
   2. Blanket: 1.0 pound per cubic feet density.
   3. Weave: 10 by 10.
H. Indoor Vapor Retarder Finish:
   1. Cloth: Untreated; 9 ounces per square yard weight.
   2. Vinyl emulsion type acrylic, compatible with insulation, white color.
I. Insulating Cement: ASTM C449.

2.2 MINERAL FIBER, FLEXIBLE

A. Manufacturers:
   1. Johns Manville.
   2. Knauf.
   3. Owens Corning.
   4. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
B. Insulation: ASTM C553 Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications, Type II.
   1. Density: 0.75 PCF.
C. Vapor Retarder Jacket:
   1. Kraft paper with glass fiber yarn and bonded to aluminized film.
   2. Moisture vapor transmission: ASTM E96; 0.02 perm.
   3. Secure with pressure sensitive tape.

D. Vapor Retarder Tape: Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber-based adhesive.
E. Tie Wire: Annealed steel, 16 gauge.

2.3 ELASTOMERIC CELLULAR FOAM

A. Manufacturers:
   1. Armaflex.
   2. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
B. Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular form: ASTM C534; Type I, Tubular form.
C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

2.4 PIPE INSULATION AND EQUIPMENT JACKETS

A. PVC Plastic Pipe Jacket:
   1. Manufacturers:
      a. Johns Manville.
      b. Knauf.
      c. Owens Corning.
      d. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
   2. Product Description: ASTM D1784, one-piece molded type fitting covers and sheet material, off-white color.
   3. Thickness: 15 mil.
   4. Connections: Brush-on welding adhesive.
B. PVC Plastic Equipment Jacket:
   1. Manufacturers:
      a. Johns Manville.
      b. Knauf.
      c. Owens Corning.
      d. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
   2. Product Description: Sheet material, off-white color.
   3. Minimum Service Temperature: Minus 40 degrees F.
   4. Maximum Service Temperature: 150 degrees F.
   5. Moisture Vapor Transmission: ASTM E96; 0.002 perm-inches.
   6. Thickness: 15 mil.
   7. Connections: Brush-on welding adhesive.
C. Covering Adhesive Mastic: Compatible with insulation.
D. Aluminum Pipe Jacket:
   1. ASTM B209.
   2. Thickness: 0.020-inch thick
   3. Finish: Stucco embossed.
   4. Jointing: Longitudinal slip joints and 2-inch laps.
   5. Fittings: 0.016-inch thick die shaped fitting covers with factory attached protection liner.
   6. Metal Jacket Bands: 3/8-inch wide; 0.015-inch thick aluminum.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping, equipment and ductwork has been tested before applying insulation materials.
B. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION

A. Exposed Piping: Locate insulation and cover seams in least visible locations. Provide PVC jacketing.
B. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
C. Man made mineral fiber insulated pipes conveying fluids below ambient temperature:
   1. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
   2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.
D. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
E. Man made mineral fiber insulated pipes conveying fluids above ambient temperature:
   1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
   2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
F. Inserts and Shields:
   1. Application: Piping or Equipment 1-1/2 inches diameter or larger.
   2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
   3. Insert location: Between support shield and piping and under finish jacket.
   4. Insert configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.
   5. Insert material: Compression resistant insulating material suitable for planned temperature range and service.
G. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of 1 hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions. Refer to Division 07 for penetrations of assemblies with fire resistance rating greater than 1 hour.
H. Factory Insulated Equipment: Do not insulate.
I. Exposed Equipment: Locate insulation and cover seams in least visible locations.
J. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.

K. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.

L. Insulated Equipment Containing Fluids Below Ambient Temperature: Insulate entire system.

M. Mineral fiber insulated equipment containing fluids below ambient temperature: Provide vapor retarder jackets, factory-applied or field-applied. Finish with glass-cloth and vapor barrier adhesive.

N. For hot equipment containing fluids over 140 degrees F, insulate flanges and unions with removable sections and jackets.

O. Mineral Fiber Insulated Equipment Containing Fluids Above Ambient Temperature: Provide standard jackets, with or without vapor retarder, factory-applied or field-applied. Finish with glass cloth and adhesive.

P. Finish insulation at supports, protrusions, and interruptions.

Q. Nameplates and ASME Stamps: Bevel and seal insulation around; do not insulate over.

R. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation for easy removal and replacement without damage.

S. Insulated ductwork conveying air below ambient temperature:
   1. Provide insulation with vapor retarder jackets.
   2. Finish with tape and vapor retarder jacket.
   3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
   4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

T. Insulated ductwork conveying air above ambient temperature:
   1. Provide with or without standard vapor retarder jacket.
   2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.

U. External Duct Insulation Application:
   1. Secure insulation with vapor retarder with wires and seal jacket joints with vapor retarder adhesive or tape to match jacket.
   2. Secure insulation without vapor retarder with staples, tape, or wires.
   3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.
   4. Seal vapor retarder penetrations by mechanical fasteners with vapor retarder adhesive.
   5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

V. For hot equipment containing fluids over 140 degrees F, insulate flanges and unions with removable sections and jackets.

W. Exterior Applications: Provide vapor retarder jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor retarder cement. Cover with aluminum jacket with seams located at 3 or 9 o' clock position on side of horizontal piping with overlap facing down to shed water.

3.3 SCHEDULES

A. Plumbing Systems:
   1. Domestic Hot Water Supply:
      a. Man-made Mineral Fiber Insulation:
         1) Pipe Size Range: 1.5-inch or less.
            a) Thickness: 1 inch.
         2) Pipe Size Range: Greater than 1.5 inches.
            a) Thickness: 2 inches.
         3) Runout Piping 4 feet or less:
            a) Pipe Size Range: 1 inch or less.
            b) Thickness: 1/2-inch.
   2. Domestic Cold Water:
      a. Man-made Mineral Fiber Insulation:
         1) Pipe Size Range: All sizes.
            a) Thickness: 1/2-inch.

B. Cooling Systems:
   1. Interior Condensate Drains and Refrigerant Suction Piping:
      a. Elastomeric Cellular Foam:
         1) Pipe Size Range: All sizes.
            a) Thickness: 3/4-inch.

C. Supply Ducts:
   1. Mineral Fiber, Flexible:
      a. Thickness: As required to meet R-6.

D. Return Ducts:
   1. Mineral Fiber, Flexible (return ducts without liner):
      a. Thickness: As required to meet R-6.

END OF SECTION

SECTION 23 23 00 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Refrigerant piping.
2. Unions, flanges, and couplings.
3. Valves.
4. Refrigerant strainers.

B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Air-Conditioning and Refrigeration Institute:
1. ARI 495 - Refrigerant Liquid Receivers.
2. ARI 710 - Liquid-Line Driers.
3. ARI 730 - Flow-Capacity Rating and Application of Suction-Line Filters and Filter Dryers.
4. ARI 750 - Thermostatic Refrigerant Expansion Valves.
5. ARI 760 - Solenoid Valves for Use with Volatile Refrigerants.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
1. ASHRAE 15 - Safety Code for Mechanical Refrigeration.

C. American Society of Mechanical Engineers:
1. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
2. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
3. ASME B31.5 - Refrigeration Piping.
4. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.

D. ASTM International:
1. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
2. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
3. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
4. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
5. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
6. ASTM B749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.

E. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
2. AWS D1.1 - Structural Welding Code - Steel.

F. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

G. Underwriters Laboratories Inc.:
   1. UL 429 - Electrically Operated Valves.

1.3 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified, provide compatible system components and joints. Use non-conducting dielectric connections when joining dissimilar metals in systems.
B. Provide flanges, unions, or couplings at locations requiring servicing. Use unions, flanges, or couplings downstream of valves and at equipment connections. Do not use direct welded or threaded connections to valves or equipment.
C. Provide pipe hangers and supports in accordance with ASME B31.5, ASTM F708, MSS SP 58, MSS SP 69, and MSS SP 89.

1.4 SUBMITTALS

A. Division 01 and Section 23 05 00 "Submittal Procedures."
B. Product Data:
   1. Piping: Submit data on pipe materials, fittings, and accessories.
   2. Valves: Submit manufacturer's catalog information with valve data and ratings for each service.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ASME B31.5 code for installation of refrigerant piping systems.
B. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.
C. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.
B. Fabricator or Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Dehydrate and charge refrigeration components including piping and receivers, seal prior to shipment. Maintain seal until connected into system.
B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not install underground piping when bedding is wet or frozen.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 WARRANTY

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."

PART 2 - PRODUCTS

2.1 REFRIGERANT PIPING

A. Copper Tubing: ASTM B280, drawn.
   1. Fittings: ASME B16.22 wrought copper.
   2. Joints: Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1,190 to 1,480 degrees F.

2.2 UNIONS, FLANGES, AND COUPLINGS

A. Two inches and Smaller:
   1. Copper Pipe: Bronze, soldered joints.
B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.3 VALVES

A. Ball Valves:
   1. Two piece bolted forged brass body with teflon ball seals and copper tube extensions, brass bonnet and seal cap, chrome plated ball, stem with neoprene ring stem seals, soldered ends.
   2. Maximum working pressure: 500 psig.
   3. Maximum working temperature: 325 degrees F.
B. Service Valves:
   1. Forged brass body with copper stubs, brass caps, removable valve core, integral ball check valve, flared or solder ends.
   2. Maximum working pressure: 500 psig.
C. Refrigerant Check Valves:
   1. Straight Through Type:
      a. Spring, neoprene seat.
      b. Maximum working pressure: 500 psig.
      c. Maximum working temperature: 250 degrees F.

2.4 REFRIGERANT STRAINERS

A. Straight Line or Angle Line Type:
   1. Brass or steel shell, steel cap and flange, and replaceable cartridge, with screen of stainless steel wire or monel reinforced with brass.
   2. Maximum working pressure: 430 psig.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt on inside and outside before assembly.
C. Prepare piping connections to equipment with flanges or unions.
D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION - INSERTS

A. Provide inserts for placement in concrete forms.
B. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.
D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Refer to Section 22 05 09 "Hangers and Supports."

3.5 INSTALLATION - ABOVE GROUND PIPING SYSTEMS

A. Route piping parallel to building structure and maintain gradient.
B. Install piping to conserve building space, and not interfere with use of space.
C. Group piping whenever practical at common elevations.
D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 23 05 00 "General Mechanical Requirements."
E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
F. Provide access where valves and fittings are not exposed.
G. Arrange refrigerant piping to return oil to compressor. Provide traps and loops in piping, and provide double risers as required. Slope horizontal piping 0.40 percent in direction of flow.
H. Flood refrigerant piping system with nitrogen when brazing.

I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.
J. Install valves with stems upright or horizontal, not inverted.
K. Insulate piping ; refer to Section 23 07 05 "HVAC and Plumbing Installation."
L. Fully charge completed system with refrigerant after testing.

M. Follow ASHRAE 15 procedures for charging and purging of systems and for disposal of refrigerant.
N. Install refrigerant piping in accordance with ASME B31.5.

3.6 FIELD QUALITY CONTROL

A. Test refrigeration system in accordance with ASME B31.5.
B. Pressure test refrigeration system with dry nitrogen to 200 psig.
C. Repair leaks.
D. Retest until no leaks are detected.

3.7 SCHEDULES

A. Copper Tube Hanger Spacing:
   1. Pipe Size 1/2-Inch:
      a. Maximum Hanger Spacing: 5 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   2. Pipe Size 3/4-Inch:
      a. Maximum Hanger Spacing: 5 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   3. Pipe Size 1 Inch:
      a. Maximum Hanger Spacing: 6 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   4. Pipe Size 1-1/4 Inches:
      a. Maximum Hanger Spacing: 7 feet.
      b. Hanger Rod Diameter: 3/8-inch
   5. Pipe Size 1-1/2 Inches:
      a. Maximum Hanger Spacing: 8 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   6. Pipe Size 2 Inches:
      a. Maximum Hanger Spacing: 8 feet.
      b. Hanger Rod Diameter: 3/8-inch.
   7. Pipe Size 2-1/2 Inches:
      a. Maximum Hanger Spacing: 9 feet.
      b. Hanger Rod Diameter: 1/2-inch.
   8. Pipe Size 3 Inches:
      a. Maximum Hanger Spacing: 10 feet.
      b. Hanger Rod Diameter: 1/2-inch.
   9. Pipe Size 4 Inches:
      a. Maximum Hanger Spacing: 10 feet.
      b. Hanger Rod Diameter: 1/2-inch.

END OF SECTION

SECTION 23 31 00 - HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Duct materials.
   2. Ductwork fabrication.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCE STANDARDS

A. ASTM International:
   1. ASTM A36 - Standard Specification for Carbon Structural Steel.
   2. ASTM A90 - Standard Test Method for Weight Mass of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
   3. ASTM A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
   4. ASTM A568 - Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for.
   5. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   6. ASTM A1008 - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.
   7. ASTM A1011 - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
   8. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
   9. ASTM C14 - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe.
   10. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
   11. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. National Fire Protection Association:
   1. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.
   2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.

C. Sheet Metal and Air Conditioning Contractors' National Association:
   1. SMACNA 016 - HVAC Air Duct Leakage Test Manual.
   2. SMACNA 1966 - HVAC Duct Construction Standards - Metal and Flexible.

D. Underwriters Laboratories Inc.:
   1. UL 181 - Factory-Made Air Ducts and Air Connectors.

1.3 PERFORMANCE REQUIREMENTS

A. Variation of duct configuration or sizes other than those of equivalent or lower loss coefficient is not permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.4 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechnical Requirements."
B. Product Data: Submit manufacturer information for duct materials and, duct connectors.

C. Test Reports: Indicate pressure tests performed, including date, section tested, test pressure, and leakage rate according to SMACNA 016.
D. Manufacturer Installation Instructions:
   1. Submit special procedures for glass-fiber ducts.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents:
   1. Record actual locations of ducts and duct fittings.
   2. Record changes in fitting location and type.
   3. Show additional fittings used.

1.6 QUALITY ASSURANCE

A. Perform Work according to SMACNA 1966.
B. Construct ductwork to NFPA 90A standards.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience .

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not install duct sealant when temperatures are less than those recommended by sealant manufacturers.
B. Maintain temperatures during and after installation of duct sealant.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrications.

1.10 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 DUCTS MATERIALS

A. Galvanized-Steel Ducts:
   1. Material: ASTM A653 galvanized-steel sheet.
   2. Quality: Lock forming.
   3. Finish: G90 zinc coating according to ASTM A90.

B. Fasteners: Rivets, bolts, or sheet metal screws.

2.2 FABRICATION

A. Rectangular Ducts:
   1. According to SMACNA 1966 and as indicated on Drawings.
   2. Provide duct material, gages, reinforcing, and sealing for indicated operating pressures.

B. Round Ducts:
   1. According to SMACNA 1966 and as indicated on Drawings.
   2. Seams: Longitudinal.
   3. Provide duct material, gages, reinforcing, and sealing for indicated operating pressures.

C. Tees, Bends, and Elbows:
   1. Minimum Radius:
      a. One and one half times centerline duct width.
      b. If not possible or if rectangular elbows are used, provide airfoil turning vanes.

D. Divergence:
   1. Increase duct sizes gradually, not exceeding 15 degrees of divergence wherever possible.
   2. Upstream of Equipment: Maximum 30 degrees.
   3. Downstream of Equipment: Maximum 45 degrees.

E. Takeoffs:
   1. Provide standard 45-degree lateral wye takeoffs.
   2. If not possible due to space limitations, provide 90-degree conical tee connections.

F. Sealing:
   1. Seal joints between duct sections and duct seams with welds, gaskets, mastic adhesives, mastic plus embedded fabric systems, or tape.
   2. Sealants, Mastics, and Tapes: Comply with UL 181A and provide products bearing appropriate UL 181A markings.
   3. Do not provide sealing products not bearing UL approval marking.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify sizes of equipment connections before fabricating transitions.

3.2 INSTALLATION

A. Install and seal ducts according to SMACNA 1966.
B. During construction, install temporary closure of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
C. Hanger and Supports:
   1. Fabricate and support ducts according to SMACNA 1966.
   2. Threaded Rods: Provide double nuts and lock washers.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Install openings in ductwork where required to accommodate thermometers and controllers. Install Pitot tube openings for testing of systems. Install Pitot tube complete with metal can with spring device or screw to prevent air leakage. Where openings are provided in insulated ductwork, install insulation material inside metal ring.

3.4 SCHEDULES

A. Ductwork Material Schedule:

AIR SYSTEM	MATERIAL
General Exhaust Supply Air Return Air	Steel

B. Ductwork Pressure Class Schedule:

AIR SYSTEM	MATERIAL
General Exhaust Supply Air Return Air	1-inch wg regardless of velocity

END OF SECTION

SECTION 23 33 00 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Back-draft dampers.
   2. Duct access doors.
   3. Volume control dampers.
   4. Flexible duct connections.
   5. Duct test holes.

B. Related Sections:
   1. Division 01 Specification Section apply to Work of this Section.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:
   1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.

B. ASTM International:
   1. ASTM E1 - Standard Specification for ASTM Thermometers.

C. National Fire Protection Association:
   1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
   2. NFPA 92A - Recommended Practice for Smoke-Control Systems.

D. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

E. Underwriters Laboratories Inc.:
   1. UL 555 - Standard for Safety for Fire Dampers.
   2. UL 555C - Standard for Safety for Ceiling Dampers.
   3. UL 555S - Standard for Safety for Smoke Dampers.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."

B. Product Data: Submit data for shop fabricated assemblies and hardware used.

C. Product Data: Submit for the following. Include where applicable electrical characteristics and connection requirements.
   1. Fire dampers including locations and ratings.
   2. Smoke dampers including locations and ratings.
   3. Backdraft dampers.
   4. Flexible duct connections.
   5. Volume control dampers.
   6. Duct access doors.
   7. Duct test holes.

D. Product Data: For fire dampers, smoke dampers, or combination fire and smoke dampers submit the following:

1. Include UL ratings, dynamic ratings, leakage, pressure drop and maximum pressure data.
2. Indicate materials, construction, dimensions, and installation details.

E. Manufacturer's Installation Instructions: Submit for Fire and Combination Smoke and Fire Dampers.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of access doors and test holes.
B. Operation and Maintenance Data: Submit for Combination Smoke and Fire Dampers.

1.5 QUALITY ASSURANCE

A. Dampers tested, rated and labeled in accordance with the latest UL requirements.
B. Damper pressure drop ratings based on tests and procedures performed in accordance with AMCA 500.
C. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect dampers from damage to operating linkages and blades.
B. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer and material.
C. Storage: Store materials in a dry area indoor, protected from damage.
D. Handling: Handle and lift dampers in accordance with manufacturer's instructions. Protect materials and finishes during handling and installation to prevent damage.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 COORDINATION

A. Coordinate Work where appropriate with building control Work.

1.10 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 BACK-DRAFT DAMPERS

A. Product Description: Multi-Blade, back-draft dampers: Parallel-action, gravity-balanced, Galvanized 16 gauge thick steel, or extruded aluminum. Blades, maximum 6-inch width, center pivoted, with felt or flexible vinyl sealed edges. Blades linked together in rattle-free manner with 90-degree stop, steel ball bearings, and plated steel pivot pin. Furnish dampers with adjustment device to permit setting for varying differential static pressure.

2.2 DUCT ACCESS DOORS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
B. Fabrication: Rigid and close fitting of galvanized steel with sealing gaskets and quick fastening locking devices. For insulated ductwork, furnish minimum 1-inch thick insulation with sheet metal cover.
   1. Less than 12 inches square, secure with sash locks.
   2. Up to 18 inches Square: Furnish two hinges and two sash locks.
   3. Up to 24 x 48 inches: Three hinges and two compression latches.
   4. Larger Sizes: Furnish additional hinge.
   5. Access panels with sheet metal screw fasteners are not acceptable.

2.3 VOLUME CONTROL DAMPERS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
B. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8- by 72-inch. Assemble center and edge crimped blades in prime coated or galvanized frame channel with suitable hardware.
C. End Bearings: Except in round ductwork 12 inches and smaller, furnish end bearings. On multiple blade dampers, furnish oil-impregnated nylon or sintered bronze bearings. Furnish closed end bearings on ducts having pressure classification over 2 inches wg.
D. Quadrants:
   1. Furnish locking, indicating quadrant regulators on single and multi-blade dampers.
   2. On insulated ducts mount quadrant regulators on standoff mounting brackets, bases, or adapters.
   3. Where rod lengths exceed 30 inches furnish regulator at both ends.

2.4 FLEXIBLE DUCT CONNECTIONS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
B. Connector: Fabric crimped into metal edging strip.
   1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric conforming to NFPA 90A, minimum density 30 ounces per square yard.
   2. Net Fabric Width: Approximately 6 inches wide.
   3. Metal: 3-inch wide, 24 gauge galvanized steel.

2.5 DUCT TEST HOLES

A. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Furnish extended neck fittings to clear insulation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify rated walls are ready for fire damper installation.
B. Verify ducts and equipment installation are ready for accessories.
C. Check location of air outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.2 INSTALLATION.

A. Install in accordance with NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 31 00 "HVAC Ducts and Casings" for duct construction and pressure class.
B. Install Work in accordance with State and local standards.
C. Install back-draft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated on Drawings.
D. Access Doors: Install access doors at the following locations and as indicated on Drawings:
    1. Before and after each duct mounted filter.
    2. Before and after each duct mounted coil.
    3. Before and after each duct mounted fan.
    4. Before and after each automatic control damper.
    5. Before and after each fire damper, smoke dampe,r or combination fire and smoke damper.
    6. Downstream of each VAV box.
    7. Install at locations for cleaning kitchen exhaust ductwork in accordance with NFPA 96.
E. Access Door Sizes: Install minimum 8- by 8-inch size for hand access, 18- by 18-inch size for shoulder access, and as indicated on Drawings. Review locations prior to fabrication.
    1. Mark access doors for fire and smoke dampers on outside surface, with minimum 1/2-inch high letters reading: FIRE/SMOKE DAMPER, SMOKE DAMPER, OR FIRE DAMPER.
F. Install temporary duct test holes and required for testing and balancing purposes. Cut or drill in ducts. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
G. Install permanent duct test holes and required for testing and balancing purposes.

H. Install fire dampers, combination fire and smoke dampers,and smoke dampers at locations as indicated on Drawings. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
    1. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92A.
    2. Install dampers square and free from racking with blades running horizontally.

3. Do not compress or stretch damper frame into duct or opening.
4. Handle damper using sleeve or frame. Do not lift damper using blades, actuator, or jack shaft.
5. Install bracing for multiple section assemblies to support assembly weight and to hold against system pressure. Install bracing as needed.

3.3 DEMONSTRATION

A. Demonstrate re-setting of fire dampers to Owner's representative.

END OF SECTION

SECTION 23 34 00 - HVAC FANS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sidewalk propeller fans.
   2. Centrifugal square inline fans.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Bearing Manufacturers Association:
   1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
   2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.

B. Air Movement and Control Association International, Inc.:
   1. AMCA 99 - Standards Handbook.
   2. AMCA 204 - Balance Quality and Vibration Levels for Fans.
   3. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
   4. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.
   5. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data.

C. American Refrigeration Institute:
   1. ARI 1060 - Air-to-Air Energy Recovery Ventilation Equipment Certification Equipment Program.

D. National Electrical Manufacturers Association:
   1. NEMA MG 1 - Motors and Generators.
   2. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

E. Underwriters Laboratories Inc.:
   1. UL 705 - Power Ventilators.

1.3 SUBMITTALS

A. Section 23 05 00 " General Mechanical Requirements."

B. Product Data: Submit data on each type of fan and include accessories, fan curves with specified operating point plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions: Submit fan manufacturer instructions.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.5 QUALITY ASSURANCE

A. Performance Ratings: Conform to AMCA 210 and bear AMCA Certified Rating Seal.
B. Sound Ratings: AMCA 301, tested to AMCA 300 ,and bear AMCA Certified Sound Rating Seal.
C. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705.
D. Balance Quality: Conform to AMCA 204.
E. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect motors, shafts, and bearings from weather and construction dust.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements" for product warranties.

1.10 EXTRA MATERIALS

A. Furnish two sets of belts for each fan.

PART 2 - PRODUCTS

2.1 SIDEWALL PROPELLER FANS

A. Manufacturers:
1. Greenheck Corporation..
2. Loren Cook Company.
3. Substitutions: Section 23 05 00 "General Mechanical Requirements."
B. General Description:
1. Fan arrangement shall be exhaust.
2. Sidewall mounted applications.
3. Each fan shall bear a permanently affixed manufacturer's engraved metal nameplate containing the model number and individual serial number.

C. Wheel:
   1. Propeller constructed of cast aluminum tapered airfoil blades and cast aluminum hubs.
   2. Securely attached to motor shaft with a standard square key, set screw, and tapered bushing.
   3. Statically and dynamically balanced in accordance with AMCA Standard 204-05.
   4. The propeller and fan inlet will be meatched and shall have precise running tolerances for maximum performance and operating efficiency.

D. Motors:
   1. Electronically Commutated Motor:
      a. Motor Enclosure: Open drip proof.
      b. Motor to be a DC electronic commutation type motor (ECM) specially designed for fan application.
      c. Motors are permanently lubricated, heavy duty ball bearing type to match with the fanload and pre-wired to the specific voltage and phase.
      d. Internal motor circuitry to convert AC power supplied to the fan to DC power to operate the motor.
      e. Motor shall be speed controllable down to 20 percent of full speed (80 percent turndown). Speed shall be controlled by either apotentiometer dial mounted at the motor or by a 0-10 VDC signal.
      f. Motor shall be a minimum of 85 percent efficient at all speeds.

E. Drive Frame:
   1. Frames and panels shall be bolted construction.
   2. Drive fram assemblies and fan panels shall be galvanized steel or inted steel.
   3. Drive frame shall have formed channels and fan panels shall have pre-punched mounting holes, formed flanges, and a deep formed one-piece inlet venturi.

F. Options/Accessories:
   1. Damprs:
      a. Type: WD-320, Gravity.
      b. Prevents outside air from entering back into the building when fan is off.
      c. Balanced for minimal resistance to flow.
      d. Galvanized frames with pre-puched mounting holes.
   2. Discharge Diffusers:
      a. Constructed of heavy gauge galvanized steel frame and blades.
      b. Shall have pre-punch moutning flanges.
      c. Designed to mount to the interior end of the wall housing when used in supply configuration.
   3. Wall Housing:
      a. Fan panel will be mounted vertically drecting the air horizontally out of the building. Wall housing will be mounted in a manner that will not have any housing protruding outside the building. Motor and drives will be accessible from the interior of the building.
      b. Construct3ed of galvanized steel with heavy gauge mounting flanges and pre-punches mounting holds.
      c. Housing shall include OSHA approved motor guard.
      d. Reduces installation time and provides maximum installation flexibility.

4. Weather Hood:
    a. Shall shield wall opening and dampers from rain and snow.
    b. Material Type: Galvanized.
    c. Turndown Angle: 45 degrees.
    d. 1/2- by 1/2-inch weld wire birdscreen.

2.2 CENTRIFUGAL SQUARE INLINE FANS

A. Manufacturers:
    1. Greenheck Fan Corporation.
    2. Loren Cook Company.
    3. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements."
B. General Description:
    1. Base fan performance at standard conditions (density 0.075 pounds per cubed feet).
    2. Normal operating temperature up to 130 degrees F.
    3. Applications include intake, exhaust, return, or makeup air systems.
    4. Each fan shall bear a permanently affixed manufacturer's engraved mmetal nameplate containing the model number and individual serial number.
C. Fan Wheel:
    1. Backward inclined centrifugal type.
    2. Aluminum construction.
    3. Statically and dynamically balanced in accordance to AMCA Standard 204-05.
    4. The wheel cone and fan inlet will be matched and shall have precise running tolerances for maximum performance and operating efficiency.
    5. Single thickness blades are securely riveted or welded to a heavy gauge back plate and wheel cone.
D. Electronically Commutated Motor:
    1. Motor Enclosure: Open drip proof..
    2. Motor to be a DC Electronic Commutation Type Motor (ECM) specifically designed for fan applications. AC induction type motors are not acceptable. Examples of unacceptable motors are Shaded Pole, Permanent Split Capacitor (PSC), Split Phase, Capacitor Start, and 3-phase induction type motors.
    3. Motors are permanently lubricated, heavy duty ball bearing type to match with fan load and pre-wired to the specific voltage and phase.
    4. Internal motor circuitry to convert AC power supplied to the fan to DC power to operate the motor.
    5. Motor shall be speed controllable down to 20 percent of full speed (80 percent turndown). Speed shall be controlled by either a potentiometer dial mounted at the motor or by a 1-10 VDC signal.
    6. Motor shall be a minimum of 85 percent efficient at all speeds.
E. Housing/Cabinet Construction:
    1. Square design constructed of heavy gauge galvanized steel and shall include square duct mounting collars.
    2. Housing and bearing supports shall be constructed of heavy gauge bolted and welded steel construction to prevent vibration and to rigidly support the shaft and bearing assembly.
    3. Galvanized construction material
F. Housing Supports and Drive Frame:
    1. Housing supports are constructed of structural steel with formed flanges.
    2. Drive frame is welded steel which supports the motor.

G. Disconnect Switches:
   1. NEMA Rated: NEMA 1: Indoor application no water. Factory standard.
   2. Positive electrical shut-off.
   3. Wired from fan motor to junction box.

H. Duct Collars:
   1. Square design to provide a large discharge area.
   2. Inlet and discharge collars provide easy duct conection.

I. Access Panel: Two-sided access panels, permit easy access to all internal components.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roof curbs are installed and dimensions are as instructed by manufacturer.

3.2 INSTALLATION

A. Secure roof fans with cadmium plated steel lag screws to roof curb.
B. Install backdraft dampers on inlet to roof exhaust fans.
C. Install safety screen where inlet or outlet is exposed.
D. Provide sheaves required for final air balance.

3.3 DEMONSTRATION

A. Demonstrate fan operation and maintenance procedures.

3.4 PROTECTION OF FINISHED WORK

A. Do not operate fans for until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION

SECTION 23 37 00 - AIR OUTLETS AND INLETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Diffusers.
   2. Registers
   3. Grilles.
   4. Louvers.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:
   1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 70 - Method of Testing for Rating the Performance of Air Outlets and Inlets.

C. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements" for Submittal Procedures.

B. Product Data: Submit sizes, finish, and type of mounting. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

C. Test Reports: Rating of air outlet and inlet performance.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.

B. Project Record Documents: Record actual locations of air outlets and inlets.

1.5 QUALITY ASSURANCE

A. Test and rate diffuser, register, and grille performance in accordance with ASHRAE 70.

B. Test and rate louver performance in accordance with AMCA 500.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years' documented experience.

1.7 WARRANTY

A. Section 01 70 00 "Execution and Closeout Requirements" for product warranties and product bonds.

PART 2 - PRODUCTS

2.1 DIFFUSERS, GRILLES, AND REGISTERS

A. Manufacturers:
1. Nailor.
2. Titus.
3. Price.
4. Substitutions: Section 23 05 00 "General Mechanical Requirements."

2.2 LOUVERS

A. Manufacturers:
1. Cesco Products.
2. Greenheck Fan Corporation.
3. Pottorff.
4. Ruskin Company.
5. Substitutions: Section 23 05 00 "General Mechanical Requirements."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify inlet and outlet locations.
B. Verify ceiling or wall systems are ready for installation.

3.2 INSTALLATION

A. Install diffusers to ductwork with airtight connection.
B. Install balancing dampers on duct take-off to diffusers, grilles, and registers, whether or not dampers are furnished as part of diffuser, grille, and register assembly.
C. Paint visible portion of ductwork behind air outlets and inlets matte black.
D. Do not locate air registers, diffusers or grilles in floors of toilet or bathing rooms.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Check location of outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.4 SCHEDULES

A. Refer to Drawings for all schedules.

END OF SECTION

SECTION 23 81 26.20 - SPLIT-SYSTEM HEAT PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Air handling unit.
   2. Condensing unit.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 23 05 00 "General Maintenance Requirements."
   3. Division 26 Electrical.

1.2 REFERENCES

A. Air-Conditioning and Refrigeration Institute:
   1. ARI 210/240 - Unitary Air-Conditioning and Air-Source Heat Pump Equipment.
   2. ARI 270 - Sound Rating of Outdoor Unitary Equipment.
   3. ARI 340/360 - Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment.
B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
C. National Fire Protection Association:
   1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittals.
B. Product Data: Submit data indicating:
   1. Cooling and heating capacities.
   2. Dimensions.
   3. Weights.
   4. Rough-in connections and connection requirements.
   5. Duct connections.
   6. Electrical requirements with electrical characteristics and connection requirements.
   7. Controls.
   8. Accessories.
C. Manufacturer's Installation Instructions: Submit assembly, support details, connection requirements, and include start-up instructions.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of controls installed remotely from units.
B. Operation and Maintenance Data: Submit manufacturer's descriptive literature, operating instructions, installation instructions, and maintenance and repair data.

1.5 QUALITY ASSURANCE

A. Cooling Capacity: Rate in accordance with ARI 210/240.
B. Sound Rating: Measure in accordance with ARI 270.
C. Insulation and adhesives: Meet requirements of NFPA 90A.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept units and components on site in factory protective containers, with factory shipping skids and lifting lugs. Inspect for damage.
B. Protect units from weather and construction traffic by storing in dry, roofed location.

1.8 WARRANTY

A. Furnish 5 year manufacturer's warranty for compressors.

PART 2 - PRODUCTS

2.1 MINI SPLIT SYSTEM AIR CONDITIONING UNITS

A. Manufacturers:
   1. Carrier Corp.
   2. Daikin.
   3. Mitsubishi Electric.
   4. L.G.
   5. Samsung.
   6. Substitutions: Refer to Section 23 05 00 “General Mechanical Requirements.”
B. Wall-Mounted Indoor Unit:
   1. Indoor unit shall be factory assembled, wired, and run tested. Contained within the unit shall be all factory wiring, piping, control circuit board and fan motor. The unit shall have a self-diagnostic function, 3-minute time delay mechanism, an auto restart function, an emergency operation function, and a test run switch. Indoor unit and refrigerant pipes will be charged with dry air instead of refrigerant, before shipment from factory.

2. Unit Cabinet:
    a. Casing shall have a white finish.
    b. Multi-directional drain and refrigerant piping offering four directions for refrigerant piping and two directions for draining shall be standard.
    c. There shall be a separate back plate which secures the unit firmly to the wall.
3. Fan:
    a. Evaporator fan shall be an assembly with a line-flow fan directly driven by a single motor.
    b. Fan shall be statically and dynamically balanced and run on a motor with permanently lubricated bearings.
    c. A manual adjustable guide vane shall be provided with ability to change the airflow from side to side (left to right).
    d. A motorized air sweep flow louver shall provide an automatic change in airflow by directing the air up and down to provide for uniform air distribution.
    e. Indoor fan shall consist of three speeds: high, medium, and low.
4. Filter: Return air shall be filtered by means of an easily removable washable filter.
5. Coil:
    a. Evaporator coil shall be of nonferrous construction with smooth plate fins on copper tubing.
    b. Tubing shall have inner grooves for high efficiency heat exchange.
    c. All tube joints shall be brazed with phos copper or silver alloy.
    d. Coils shall be pressure tested at the factory.
    e. A condensate pan and drain shall be provided under the coil.
6. Electrical:
    a. Unit shall be powered from the outdoor unit.
    b. Indoor unit shall not have any supplemental electrical heat elements.
7. Control: Provide 7-day electronic programmable WIFI thermostat.
    a. This unit shall have a wireless controller to perform input functions necessary to operate the system.
    b. Controller shall consist of a power on/off switch, model selector, temperature setting, time control, fan speed select, and auto vane selector.
    c. Temperature changes shall be by 2 degrees F increments with a range of 59 to 89 degrees F.
    d. Microprocessor located in the indoor unit shall have the capability of sensing return air temperature and indoor coil temperature, receiving and processing commands from the wireless controller, providing emergency operation, and controlling the outdoor unit.
    e. System shall be capable of automatic restart when power is restored after power interruption.
    f. Control system shall control the continued operation of the air sweep louvers, as well as provide on/off and system/mode function switching.

C. Outdoor Unit:
1. Outdoor unit is designed specifically for use with the indoor units. The unit must have a powder coating finish. Outdoor unit shall be completely factory assembled, piped, and wired. Each unit must be run tested at the factory.
2. Unit Cabinet: casing shall be fabricated of galvanized steel, bonderized, and finished with a powder coating baked enamel. Provide with manufacturer's hail guard.
3. Fan:
    a. Unit shall be furnished with a direct drive propeller-type fan.
    b. Motor shall have inherent protection by permanently lubricated bearings.

c. Fan motor shall be mounted for quiet operation.
d. Fan shall be provided with a raised guard to prevent contact with moving parts.
e. Outdoor unit shall have a horizontal discharge airflow.

4. Coil:
   a. Condenser coil shall be nonferrous construction with lanced or corrugated plate fins on copper tubing.
   b. Coil shall be protected with an integral metal guard.
   c. Refrigerant flow from the condenser shall be controlled by means of a metering orifice.
   d. Provide with either a factory installed or field installed hail screen.
5. Compressor:
   a. Compressor shall be a high-performance rotary.
   b. Outdoor unit shall have an accumulator.
   c. Compressor will be equipped with an in internal thermal overload.
   d. Outdoor unit must have the ability to operate with a maximum height difference of 25 feet and have refrigerant tubing length of 49 feet between indoor and outdoor units with the need for line size changes, traps, or additional oil.
   e. Compressor shall be mounted to avoid the transmission of vibration.
6. Electrical:
   a. Unit electrical power shall be as scheduled.
   b. Outdoor unit shall be controlled by the microprocessor located in the indoor unit.

2.2 ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Electrical Characteristics: In accordance with Division 26 Electrical.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping rough-in is at correct location.
B. Verify electrical rough-in is at correct location.

3.2 INSTALLATION

A. Install refrigerant piping from unit to remote condensing unit. Install refrigerant specialties furnished with unit.
B. Pipe condensate from drain pan to condensate drainage system. Refer to Drawings.
C. Install accessories furnished loose for field mounting.
D. Install electrical devices furnished loose for field mounting.
E. Install control wiring between unit control panel and field mounted control devices.

3.3 CLEANING

A. After construction is completed, clean exposed surfaces of units.
B. Vacuum clean coils and inside of unit cabinet.
C. Touch-up marred or scratched surfaces of factory finished cabinets using finish materials furnished by manufacturer.

3.4 DEMONSTRATION

A. Demonstrate unit operation and maintenance.
B. Furnish services of manufacturer's technical representative for 2 hours to instruct Owner's personnel in operation and maintenance of units. Schedule training with Owner, provide at least 7 days notice of training date.

3.5 PROTECTION OF FINISHED WORK

A. Protect finished surfaces of cabinets with protective covers during remainder of construction.

END OF SECTION

SECTION 23 82 39 - UNIT HEATERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes suspended heaters with electric-resistance heating coils.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 90.1 – Energy Standard for Buildings Except Low-Rise Residential Buildings.
   2. ASHRAE 33: Method of Testing Forced Circulation Air Cooling and Heating Coils.
B. National Fire Protection Association:
   1. NFPA 70: National Electrical Code.
   2. NFPA 90A: Standard for the Installation of Air Conditioning and Ventilating Systems.
   3. NFPA 90B: Standard for the Installation of Warm Air Heating and Air Conditioning Systems.
C. UL LLC:
   1. UL 823: Standard for Electric Heaters for Use in Hazardous (Classified) Locations.
   2. UL 1995: Heating and Cooling Equipment.
   3. UL 2021: Fixed and Location-Dedicated Electric Room Heaters.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittals.
B. Product Data: Submit manufacturer’s literature and data indicating rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.
C. Manufacturer’s Installation Instructions: Submit/indicate rigging and assembly.
D. Manufacturer’s Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit manufacturer’s descriptive literature, operating instructions, maintenance and repair data, and parts listing.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept heaters and controls on site in factory packaging. Inspect for damage.

1.8 FIELD MEASURMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 ELECTRIC RESISTANCE CEILING HEATERS

A. Manufacturers:
   1. Reznor.
   2. Markel.
   3. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
B. Self-contained, packaged, factory assembled, prewired unit consisting of cabinet, supply fan, heater exchanger, controls and accessories:
   1. Discharge Louvers: Flat ribbon wire, stamped-steel, or extruded aluminum grille.
   2. Control Voltage: 24 Volt, 60 Hertz.
   3. Location: Suspended mount.
   4. Heat ON indicator light.
C. Cabinet: Galvanized steel, corrosion resistant baked enamel finish, easily removed and secured access panels, insulated or double panel construction, constructed to fit into a ceiling.
D. Supply Fan: Propeller type with direct drive.
E. Heat Exchanger: Nickel-chromium-wire heating element enclosed in metallic sheath mechanically bonded into fins, or stainless steel tubular elements with aluminum fins, with automatic, integrated high-temperature cutout and overheat reset sensor. Element supports shall eliminate thermal expansion noise.
F. Controls:
   1. Thermostat integral to heater.
G. Motor Type: Permanently lubricated, totally enclosed, thermally protected, continuous duty.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive unit heaters for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLATION

A. Install units in accordance with NFPA 90B and NFPA 70.
B. Provide hangers and supports for suspended units. Refer Section 23 05 29 “Hangers and Supports for HVAC Piping and Equipment.”
C. Provide operating controls.
D. Provide connection to electrical power systems. Refer to Division 26.

END OF SECTION

SECTION 26 05 00 - BASIC ELECTRICAL METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REQUIREMENTS OF REGULATORY AGENCIES AND STANDARDS

A. Regulatory Agencies: Installation, materials, equipment and Workmanship shall conform to the applicable provisions of the following:
B. National Electrical Code (NEC).
C. National Electrical Safety Code (NESC).
D. Terms and conditions of the electrical utility and other authorities having lawful jurisdiction pertaining to the Work required.
E. All temperature control wiring and associated conduit and boxes, shall be provided under other Sections of the Specifications. All power and control wiring, not identified under Divisions 22 and 23, shall be provided under Division 26.
F. The Work covered by Division 26 of the Specifications includes the furnishing of all materials, labor, transportation, tools, permits, and fees for the complete installation of all electrical Work required in the Contract Drawings.
G. In the event that additional or special construction is required, Contractor is responsible for providing all material and equipment which are usually furnished with such construction in order to complete the installation, whether indicated or not.
H. Contractor shall familiarize himself with the existing conditions of the Site and advise Architect/Engineer of any discrepancy or conflict prior to bidding.
I. Contractor shall be responsible for all permits, fees, and licenses required for the Project. All cost of such permits or fees shall be included in the bid.
J. All equipment and material shall be installed in accordance with applicable manufacturer's recommendations and standards.
K. Install sleeves, sealant pans, and roof penetrations as required for the installation of the electrical Work. All such Work is subject to the approval of Architect/Engineer.
L. Contractor shall be responsible for coordinating with the utility service provider to verify all locations, routing, equipment and labor that will be furnished as a part of this Contract.
M. Any fees or charges associated with delivering permanent power for the Project shall be included in Contractor's bid.

1.3 SUBMITTALS

A. The intent of this Section is to give general submittal information; refer to specific submittal information in the subsequent Mechanical Sections.

B. Within 10 days after award of the Contract, and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate and/or provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Minimum of six copies, or as directed by Architect/Engineer, of each shall be submitted and shall include all items mentioned by model number and/or manufacturer's name in the Specifications or in schedules on the Drawings.

C. Requirements for Each Submittal:
   1. Bear a dated stamp or specific written indication that Contractor has reviewed and approved all submittal prior to submission to Architect/Engineer.
   2. Have all information deleted by Contractor that pertains to the means and methods of construction or to fabrication, assembly, installation, or erection (approval by Architect/Engineer shall not extend to these areas unless specifically noted by Architect/Engineer).
   3. Be clearly and SPECIFICALLY marked as to which specific piece of equipment is being submitted, by use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page.
   4. Be clearly marked as to which available options are being submitted that are associated with a piece of equipment.
   5. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable Architect/Engineer to review the proposed equipment.

D. Omission by Contractor of any of the above requirements or submittals will subject submittal to automatic rejection without review.

E. Any submittals received by Architect/Engineer that were not requested shall be returned without review of any kind.

PART 2 - PRODUCTS

2.1 EQUIPMENT REQUIREMENTS

A. The electrical requirements for equipment specified or indicated on the Drawings are based on information available at the time of design. If equipment furnished for installation has electrical requirements other than indicated on the Electrical Drawings, Contractor shall make any required changes to wire and conduit size, controls, overcurrent protection, and installation as required to accommodate the equipment supplied, without additional charge to Owner. The complete responsibility and costs for such adjustments shall be assigned to the respective Section of this Specification under which the equipment is furnished.

2.2 MATERIALS

A. All similar materials and equipment shall be the product of the same manufacturer unless specified otherwise.

B. Materials and equipment shall be the standard products of manufacturers regularly engaged in the production of such material and shall be the manufacturer's current and standard design.

C. Altitude: Equipment affected by altitude shall perform satisfactorily for the function intended at the altitude of the Project Site.

D. Detectable Warning Tape: Acid and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6-inch-wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inch deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Telephone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

E. Backfill Material:
   1. Material 4 inches below and 12 inches above pipes and conduit shall be natural or manufactured sand complying to ASTM C33.
   2. Material more than 12 inches above pipes and conduits shall be sand indicated above or native fill free of rock or gravel larger than 3/8-inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

PART 3 - EXECUTION

3.1 GENERAL

A. Fabrication, erection, and installation of the complete electrical system shall be done in accordance with accepted good practice by qualified personnel experienced in such Work and shall proceed in an orderly manner so as not to impede the progress of the Project. Electrical Contractor shall check all areas and surfaces where electrical equipment material is to be installed, removed, or relocated and report any unsatisfactory conditions before starting Work. Commencement of Work signifies this Contractor's acceptance of existing conditions. In the acceptance or rejection of the finished installation, no allowance will be made for lack of skill on the part of Workers. Surfaces requiring coatings will be completed prior to installation of any electrical Work on these surfaces.

B. The Electrical Drawings are diagrammatic. The installation requirements shall be carefully coordinated with structural, architectural, and mechanical conditions and shall be adjusted to avoid conflict.

C. All Work shall be concealed in walls, ceilings, and chases unless specifically noted to be exposed or otherwise approved.

D. The locations of electrical equipment are approximate and are not intended to convey the exact details and mounting of location of outlets, equipment, and other items. Exact locations are to be field determined by actual measurements.

E. The location height and projection of fixtures illuminating signs or special features shall be approved by Architect/Engineer prior to installation.

F. Contractor shall coordinate the location of all exterior fixtures with architectural Drawings and Specifications.

G. Consult architectural Drawings to determine wall finishes and locations of wall-mounted equipment, countertop splashes, and similar items to avoid conflict with electrical equipment. At locations where surface or pendant mounted light fixtures are noted, provide for all necessary framing channels, pendants, chains, canopies, and other hardware as required for a complete and operable system.

H. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

I. Excavation for Pipe and Conduit:
   1. Excavate trenches to indicated gradients, lines, depths, and elevations.
   2. Excavate trenches to uniform widths to provide a Working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
   3. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
      a. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
      b. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
      c. Excavate trenches 4 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
   4. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
   5. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D698:
      a. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
      b. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
      c. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.
   6. Install detectable warning tape above conduits and pipe, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.
   7. Protection:
      a. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
      b. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
         1) Scarify or remove and replace soil material to depth as directed by Architect/Engineer; reshape and recompact.
      c. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
         1) Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to the greatest extent possible.

8. Disposal of Surplus and Waste Materials:
    a. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property unless otherwise directed by Owner.
    b. Repair: Any damage to shrubs, grass or structures shall be repaired to previous condition by Contractor at no additional expense to Owner.

J. It shall be the responsibility of Division 26 Contractor to provide for all disconnecting and motor control devices for all equipment. Contractor shall coordinate to determine voltage, phase, and configurations. Any changes necessary to coordinate these items between Divisions 22, 23, and 26 shall be considered part of this Contract.

K. Division 26 Contractor shall be responsible for providing for all power requirements associated with the mechanical systems including power, control devices, smoke dampers, etc. Refer to Division 22 and 23 Drawings for locations and requirements. Connect all smoke dampers to the fire alarm control panel.

3.2 PERFORMANCE TESTS

A. Thoroughly test all control circuits, fixtures, services, and all circuits for proper operating condition and freedom from grounds and short circuits before acceptance is requested. All equipment, appliances, and devices shall be operated under load conditions.

B. After the interior wiring system installation is complete conduct operating tests for approval. When requested, test all the wire, cable, devices, and equipment after installation, to assure that all material continues to possess all the original characteristics as required by governing codes and standards listed in these Specifications.

C. After motor operation has been verified make voltage readings at all panelboards and starters. Based on these readings, make final adjustments of primary taps on all transformers in the building as directed, or coordinate with the utility proper building voltage.

D. Perform such other tests as required by other Sections of these Specifications or as requested to prove acceptability.

E. Furnish all instruments and labor for testing.

F. All material installed shall be listed, inspected, and approved by a nationally accepted testing laboratory such as UL and/or ETL. All material shall bear the UL or ETL label where available.

3.3 SUBMITTAL AND APPROVAL OF MATERIALS

A. All requirements for submittals shall comply with the applicable provisions included in the individual Specification Sections.

B. Unless identified as a sole source item, the listing of product manufacturers, catalog numbers, etc., on Drawings is intended to establish a standard of quality of the product. It is the responsibility of Contractor to review all items he intends to submit. If equipment other than that indicated on Drawings is proposed by Contractor, the information will be reviewed at the time of the submission of the submittal.

END OF SECTION

SECTION 26 05 13 - BUILDING WIRE AND CABLE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Building wire and cable.
   2. Wiring connectors and connections.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 40 00 "Quality Requirements" for requirements for references and standards.
   3. Section 26 05 53 "Electrical Identification."

1.2 REFERENCES

A. NECA Standard of Installation (National Electrical Contractors Association).
B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
C. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Refer to Section 01 33 00 "Submittal Procedures" for procedures for Submittals.
B. Product Data: Provide for each cable assembly type.

1.4 SUBMITTALS FOR INFORMATION

A. Refer to Section 01 33 00 "Submittal Procedures" for procedures for Submittals.
B. Test Reports: Indicate procedures and values obtained.
C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

1.5 SUBMITTALS AT PROJECT CLOSEOUT

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for procedures for submittals.
B. Project Record Documents: Record actual locations of components and circuits.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to NFPA 70.
B. Furnish products listed and classified by UL as suitable for the purpose specified and indicated.

1.8 FIELD SAMPLES

A. Provide under provisions of Section 01 40 00 "Quality Requirements."

1.9 PROJECT CONDITIONS

A. Refer to Section 01 30 00 "Administrative Requirements."
B. Verify that field measurements are as indicated.
C. Conductor sizes are based on copper.
D. Wire and cable routing indicated is approximate unless dimensioned.

1.10 COORDINATION

A. Coordinate Work under provisions of Section 01 30 00 "Administrative Requirements."
B. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Manufacturers:
   1. American Cable.
   2. Houston Wire and Cable.
   3. Southwire.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Description: Single conductor insulated wire.
C. Conductor: Copper.
D. Insulation Voltage Rating: 600 volts.
E. Insulation: NFPA 70, Type indicated herein.
F. MC Cable: Shall not be utilized on this Project.

2.2 WIRING CONNECTORS

A. Split Bolt Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."

B. Solderless Pressure Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
C. Spring Wire Connectors:
   1. Ideal.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."
D. Compression Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for verification of existing conditions before starting Work.
B. Verify that interior of building has been protected from weather.
C. Verify that mechanical Work likely to damage wire and cable has been completed.
D. Verify that raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 WIRING METHODS

A. Concealed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
B. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
C. Above Accessible Ceilings: Use only building wire, Type THHN/THWN insulation, in raceway.
D. Wet or Damp Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
E. Exterior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
F. Use wiring methods indicated.

3.4 INSTALLATION

A. Refer to Section 01 40 00 "Quality Requirements" for manufacturer's instructions.
B. Route wire and cable as required to meet Project Conditions.
C. Install cable in accordance with the NECA "Standard of Installation."
D. Use solid conductor for feeders and branch circuits 10 AWG and smaller.

E. Use stranded conductors for control circuits.
F. Use conductor not smaller than 12 AWG for power and lighting circuits with the exception of premanufactured fixture whips, listed for such use and not exceeding 6 feet in length.
G. Use conductor not smaller than 14 AWG for control circuits.
H. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 100 feet and as indicated on the Drawings.
I. Install all conductors in conduit.
J. Pull all conductors into raceway at same time.
K. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
L. Protect exposed cable from damage.
M. All cables shall be neatly supported.
N. Use suitable cable fittings and connectors.
O. Neatly train and lace wiring inside boxes, equipment, and panelboards.
P. Clean conductor surfaces before installing lugs and connectors.
Q. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
R. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
S. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
T. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
U. Identify and color code wire and cable under provisions of Section 26 05 53 "Electrical Identification." Identify each conductor with its circuit number or other designation indicated.
V. The number of conductors in each conduit run shall be limited to the requirements as indicated on the Drawings and indicated in Article 310 of the National Electrical Code.

3.5 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspection, testing, and adjusting.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

SECTION 26 05 19 - EQUIPMENT WIRING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes basic electrical connections to equipment specified under other Sections.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 00 "Basic Electrical Methods."

1.2 REFERENCES

A. NEMA WD 1 - General Purpose Wiring Devices.
B. NEMA WD 6 - Wiring Device Configurations.
C. ANSI/NFPA 70 - National Electrical Code.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

1.5 COORDINATION

A. Coordinate Work under provisions of Section 01 30 00 "Submittal Procedures."
B. Obtain and review Shop Drawings, product data, and manufacturer's instructions for equipment furnished under other Sections.
C. Determine connection locations and requirements.
D. Sequence rough-in of electrical connections to coordinate with installation schedule for equipment.
E. Sequence electrical connections to coordinate with startup schedule for equipment.

PART 2 - PRODUCTS

2.1 CORDS AND CAPS

A. Attachment Plug Construction: Conform to NEMA WD 1.
B. Configuration: NEMA WD 6; match receptacle configuration at outlet provided for equipment.

C. Cord Construction: ANSI/NFPA 70, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
D. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
E. Division 26 Contractor shall be responsible for providing matching cord/receptacle for all equipment not furnished with such equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify conditions under provisions of Section 01 30 00 "Submittal Procedures."
B. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.
B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
C. Make wiring connections using wire and cable with insulation suitable for temperatures encountered in heat producing equipment.
D. Provide receptacle outlet where connection with attachment plug is indicated. Provide cord and cap where field-supplied attachment plug is indicated.
E. Provide suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
F. Install disconnect switches, controllers, control stations, and control devices as indicated.
G. Modify equipment control wiring with terminal block jumpers as indicated.
H. Provide interconnecting conduit and wiring between devices and equipment where indicated.
I. Check and modify phase connections as required for proper motor rotation.
J. Provide power to equipment only after equipment supplier verifies acceptance to receive and approves.
K. Contractor shall coordinate with all equipment to verify exact power and control wiring as required to properly serve equipment.

END OF SECTION

SECTION 26 05 26 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Rod electrodes.
   2. Mechanical connectors.
   3. Exothermic connections.
   4. Wire.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 40 00 "Quality Requirements" for requirements for references and standards.

1.2 REFERENCES

A. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
B. NFPA 70 - National Electrical Code.

1.3 GROUNDING SYSTEM DESCRIPTION

A. Metal underground water pipe.
B. Metal frame of the building.
C. Rod electrodes.

1.4 PERFORMANCE REQUIREMENTS

A. Grounding System Maximum Resistance: 10 ohms.

1.5 SUBMITTALS FOR REVIEW

A. Refer to Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide for grounding electrodes and connections.

1.6 SUBMITTALS FOR CLOSEOUT

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for procedures for Submittals.
B. Project Record Documents: Record actual locations of components and grounding electrodes.
C. Certificate of Compliance: Indicate approval of installation by authority having jurisdiction.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience, and with service facilities within 100 miles of Project.

1.8 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Products: Listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

A. Material: Copper.
B. Diameter: 3/4-inch.
C. Length: 10 feet.

2.2 MECHANICAL CONNECTORS

A. Description: In lieu of exothermic connections, high compression type as manufactured by Burndy using the 12 ton Hy-Ground series.

2.3 EXOTHERMIC CONNECTIONS

A. Manufacturers: Cadweld.

2.4 WIRE

A. Material: Stranded copper.
B. Grounding Electrode Conductor: Minimum size to meet NFPA 70 requirements or as indicated on the Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for verification of existing conditions prior to beginning Work.
B. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.2 INSTALLATION

A. Refer to Section 01 40 00 "Quality Requirements" for manufacturer's instructions.
B. Install rod electrodes. Install additional rod electrodes as required to achieve a resistance to ground of 10 ohms or less. Rods shall be installed with a minimum separation of 6 feet.
C. Provide bonding to meet Regulatory Requirements.

D. Bond together metal siding not attached to grounded structure; bond to ground.
E. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
F. Grounding Electrode System: The new grounding electrode system shall consist of the common bonding of building steel, underground steel water piping and supplemental ground rods, concrete re-enforcing bar, as detailed on the Drawings.
G. Provide proper bonding of the electrical system's grounded conductor (neutral) and the grounding electrode system sized in accordance with NEC Article 250. This bonding shall occur at all locations where there are separately derived systems.

3.3 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspection, testing, and adjusting.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.13.

END OF SECTION

SECTION 26 05 29 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Supports for conduit and equipment.
   2. Anchors and fasteners.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NECA - National Electrical Contractors Association.
B. NFPA 70 - National Electrical Code.

1.3 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 SUPPORTS

A. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.

2.2 ANCHORS AND FASTENERS

A. Concrete Structural Elements: Use expansion anchors, powder actuated anchors, and preset inserts.
B. Steel Structural Elements: Use beam clamps, spring steel clips, and steel ramset fasteners.
C. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
D. Sheet Metal: Use sheet metal screws.
E. Wood Elements: Use wood screws.
F. Roof Support/Jacks: Advanced supports products # SS1000A or approved equal.

2.3 MATERIALS AND FINISHES

A. Provide adequate corrosion resistance.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation."
C. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.
D. Obtain permission from Architect/Engineer before drilling or cutting structural members.
E. Fabricate supports from structural steel as indicated on drawings. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use lock washers under all nuts.
F. Install surface-mounted cabinets and panelboards with minimum of four anchors.
G. In wet and damp locations, use steel channel supports to stand cabinets and panelboards 1 inch off wall.
H. Install conduit supports a maximum spacing specified in the NEC.

END OF SECTION

SECTION 26 05 33 - CONDUIT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Metal conduit.
   2. Flexible metal conduit.
   3. Liquidtight flexible metal conduit.
   4. Electrical metallic tubing.
   5. Fittings and conduit bodies.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 33.16 "Boxes."
   3. Section 26 05 53 "Electrical Identification."

1.2 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
B. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.
C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
D. NECA "Standard of Installation."
E. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.
F. NFPA 70 - National Electrical Code.

1.3 DESIGN REQUIREMENTS

A. Conduit Size: NFPA 70.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide for metallic conduit, flexible metal conduit, liquidtight flexible metal conduit, nonmetallic conduit, fittings and conduit bodies.

1.5 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Section 01 70 00 "Execution and Closeout Requirements."
B. Accurately record actual routing of conduits.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site under provisions of Section 01 60 00 "Product Requirements."
B. Accept conduit on site. Inspect for damage.
C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
D. Protect PVC conduit from sunlight.

1.8 PROJECT CONDITIONS

A. Verify that field measurements are as shown on Drawings.
B. Verify routing and termination locations of conduit prior to rough-in.
C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 - PRODUCTS

2.1 CONDUIT REQUIREMENTS

A. Minimum Size: 3/4-inch for all branch circuits located above ceiling. Contractor may use 1/2-inch conduit down the wall to receptacles and light switches.
B. Wet and Damp Locations above grade: Use rigid steel or liquid tight flexible conduit.
C. Dry Locations: Use electrical metallic tubing for concealed and exposed locations.
D. Below Slab: Non-metallic PVC conduit is acceptable within limitations specified.
E. Below Grade: Use only PVC coated rigid galvanized steel, wrapped rigid steel, or non-metallic PVC conduit within limitations specified.
F. MC Cable: Shall not be utilized on this Project.

2.2 METAL CONDUIT

A. Manufacturers:
   1. Allied.
   2. Wheatland.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Rigid Steel Conduit: ANSI C80.1.
C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel fittings.

2.3 FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Allied Tube.
   2. Electri-Flex.
   3. Greenfield.
   4. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: Interlocked steel construction. Aluminum is not permitted.

C. Fittings: ANSI/NEMA FB 1 with fittings approved for steel flex.

D. Applications: Use for final connections to motorized equipment, connections to recessed lighting fixtures located in accessible ceilings, and connections to dry type transformers. Utilization of 3/8-inch in lieu of the minimum 1/2-inch is acceptable under the limitations of the National Electrical Code.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Electri-flex.
   2. Ultratite.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: Interlocked steel construction with PVC jacket.
C. Fittings: ANSI/NEMA FB 1.
D. Applications: Use for final connections to motorized equipment in exterior locations and areas subjected to moisture (kitchen).

2.5 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Allied.
   2. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: ANSI C80.3; galvanized tubing.
C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel, compression or set screw.
D. Applications: Do not use below grade or in exterior locations. Use only in interior locations.

2.6 PVC COATED METAL CONDUIT

A. Manufacturers:
   1. Levy.
   2. Robroy Industries.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: NEMA RN-1, rigid steel conduit with external PVC coating, 20 mil thick.
C. General: Protective layer may be factory applied or galvanized rigid steel conduit may be applied with two layers of corrosion resistant tape.
D. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel fittings with external PVC coatings to match conduit.

2.7 NON-METALLIC PVC CONDUIT

A. Manufacturers:
   1. Allied.
   2. Carlon.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: NEMA TC2; Schedule 40 PVC. Flame retardant type resistant to bending and cracking.
C. Fittings and conduit bodies: NEMA TC3.
D. Vertical risers and ells installed below grade shall be rigid steel with wrapping.
E. Do not use above grade.

F. Joints made with PVC fittings shall be applied with solvent compound after thorough cleaning.
G. Refer to Part 3. Do not use PVC conduit for conduits passing vertically through the slab.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install conduit in accordance with NECA "Standard of Installation."
B. Install nonmetallic conduit in accordance with manufacturer's instructions.
C. Arrange supports to prevent misalignment during wiring installation.
D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
E. Group related conduits; support using conduit rack. Construct rack using steel channel.
F. Fasten conduit supports to building structure and surfaces under provisions of Section 26 05 29 "Supporting Devices."
G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
H. Do not attach conduit to ceiling support wires.
I. Arrange conduit to maintain headroom and present neat appearance.
J. Route exposed conduit parallel and perpendicular to walls.
K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
L. Maintain adequate clearance between conduit and piping.
M. Maintain 12-inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
N. Cut conduit square using saw or pipecutter; de-burr cut ends.
O. Bring conduit to shoulder of fittings; fasten securely.
P. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
Q. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch size.
R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
S. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
T. Provide suitable pull string in each empty conduit except sleeves and nipples.
U. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
V. Ground and bond conduit under provisions of Section 26 05 26 "Grounding and Bonding."
W. Identify conduit under provisions of Section 26 05 53 "Electrical Identification."
X. Ducts shall be cleaned with a flexible mandrel assembly.
Y. All conduits passing vertically through slabs or through earth on grade shall be PVC-coated, rigid steel. Rigid steel conduits shall be applied with protective coatings as indicated herein. All transitions from PVC to rigid steel shall occur below the slab.
Z. Underground branch circuit extensions to parking lot lighting fixtures and other branch circuits may be direct buried PVC conduit. Service entrance PVC conduit shall be concrete encased in accordance with the Drawings unless otherwise approved by Engineer.

AA. Minimum cover for underground conduits shall be 24 inches unless otherwise noted.

BB. All conduit shall be routed concealed as much as possible including conduit serving roof-mounted equipment. Roof penetrations for conduits shall adhere to the requirements and details as indicated on the Architectural Drawings.

3.2 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements.
B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation.

END OF SECTION

SECTION 26 05 33.16 - BOXES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wall and ceiling outlet boxes.
   2. Pull and junction boxes.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 27 26 "Wiring Devices" for wall plates in finished areas.

1.2 REFERENCES

A. NECA - Standard of Installation.
B. NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.
C. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
D. NEMA 250 - Enclosures for Electrical Equipment (1,000 Volts Maximum).
E. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR CLOSEOUT

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for Submittals for Project closeout.
B. Record actual locations and mounting heights of outlet, pull, and junction boxes on Project record documents.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide Products listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 WALL AND CEILING OUTLET BOXES

A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
B. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2-inch male fixture studs where required.
C. Cast Boxes: NEMA FB 1, Type FD, cast feralloy. Provide gasketed cover by box manufacturer.
D. Wall Plates for Finished Areas: As specified in Section 26 27 26 "Wiring Devices."

2.2 PULL AND JUNCTION BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

B. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box.
C. Material: Galvanized cast iron.
D. Cover: Furnish with ground flange, neoprene gasket, and stainless-steel cover screws.
E. Fiberglass boxes are allowed in landscaping areas. Equipment shall be pedestrian rated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify locations of outlets in all locations areas prior to rough-in.

3.2 INSTALLATION

A. Install boxes in accordance with NECA "Standard of Installation."
B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
C. Set wall mounted boxes at elevations to accommodate mounting heights specified in Section for outlet device.
D. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Adjust box location up to 10 feet if required to accommodate intended purpose.
E. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26 "Wiring Devices."
F. Maintain headroom and present neat mechanical appearance.
G. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
H. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
I. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 13 "Penetration Firestopping."
J. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes with Architectural Drawings and other trades.
K. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
L. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
M. Use flush mounting outlet box in finished areas.
N. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
O. Do not install flush mounting box back-to-back in walls; provide minimum 6-inch separation. Provide minimum 24-inch separation in acoustic rated walls.
P. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
Q. Use stamped steel bridges to fasten flush mounting outlet box between studs.
R. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
S. Use adjustable steel channel fasteners for hung ceiling outlet box.
T. Do not fasten boxes to ceiling support wires.

U. Support boxes independently of conduit.
V. Use gang box where more than one device is mounted together. Do not use sectional box.
W. Use gang box with plaster ring for single device outlets.

X. Use cast outlet box in exterior locations exposed to the weather and wet locations and at all locations serving kitchen equipment.
Y. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.
Z. Coordinate with other trades for box rough-in, such that control devices are grouped (i.e., thermostats, wall switches, volume controls, etc.).

3.3 INTERFACE WITH OTHER PRODUCTS

A. Coordinate installation of outlet box for equipment connected under Section 26 05 19 "Equipment Wiring Systems."

3.4 ADJUSTING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for adjusting installed Work.
B. Adjust flush-mounting outlets to make front flush with finished wall material.
C. Install knockout closures in unused box openings.

3.5 CLEANING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for cleaning installed Work.
B. Clean interior of boxes to remove dust, debris, and other material.
C. Clean exposed surfaces and restore finish.

3.6 REPAIR

A. Repair any areas or surfaces damaged during conduit installation.
B. Paint (resurface) to original condition.

END OF SECTION

SECTION 26 05 53 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates and labels.
   2. Wire, conduit, and box markers.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

A. Nameplates and Labels: Engraved three-layer laminated plastic, white letters on black background.
B. Locations:
   1. Each electrical distribution and control equipment enclosure.
   2. Communication cabinets and computer cabinets.
   3. Field disconnects, start stop stations, control panels.
C. Letter Size:
   1. Use 1/4-inch letters for identifying individual equipment and loads.
   2. Use 1/4-inch letters for identifying grouped equipment and loads.
   3. Use 3/8-inch letters for identifying main disconnect equipment.
   4. Use 1/4-inch letters for identifying receptacle and light switches.

2.2 WIRE, CONDUIT, AND BOX MARKERS

A. Description: Brady B-321 Heat-Shrink Polyolefin markers. Typed label to identify each termination end point of the conductor. DC conductors shall identify polarity.
B. Locations: Each conductor at wireway, pull boxes, outlet and junction boxes, and each load connection. All conduit penetrations identifying the location of each end.
C. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number indicated on Drawings.
D. Boxes:
   1. Label each junction box in accessible locations to indicate the type of system (i.e.; security; power circuit - 1, 3, 5; etc.).
   2. Provide label in each light switch and receptacle back box.

E. Panelboards:
1. Provide phenolic label with maximum available fault current at main switchboard. Utilize number as indicated in panel schedule.
2. Provide warning labels with arc-flash hazard warning for all electrical equipment as indicated in Article 110.16 of NEC.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.2 APPLICATION

A. Install nameplate and label parallel to equipment lines.
B. Secure nameplate to equipment front using screws or rivets.
C. Identify underground conduits using underground warning tape. Install one tape per trench at 12 inches below finished grade. Identify all conduit at exposed locations into all boxes, cabinets, etc. (see Specification Section 26 05 00 "Basic Electrical Methods").
D. Identify all conductors at every termination indicating endpoints of termination and tag identification as required.

120-208 Volts	Phase	277/480 Volts
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green

E. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by colored electrical tape. Conductor identification shall be provided within each enclosure where a tap, splice, or termination is made.

END OF SECTION

SECTION 26 18 39 - ENCLOSED MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Manual controllers.
   2. Automatic controllers.
   3. Disconnects.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NFPA 70 - National Electrical Code.
B. UL 1 98C - High-Interrupting Capacity Fuses; Current Limiting Type.
C. UL 1 98E - Class R Fuses.
D. NECA "Standard of Installation," published by National Electrical Contractors Association.
E. NEMA ICS 2 - Industrial Control Devices, Controllers, and Assemblies.
F. NEMA ICS 6 - Enclosures for Industrial Controls and Systems.
G. NEMA KS 1 - Enclosed Switches.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings, dimensions, and enclosure details.
C. Test Reports: Indicate field test and inspection procedures and test results.
D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.
B. Maintain one copy of each document on-site.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and indicated.

PART 2 - PRODUCTS

2.1 MANUAL CONTROLLERS

A. Manual Motor Controller: NEMA ICS 2, AC general-purpose Class A manually operated, full-voltage controller with overload element, NO auxiliary contact, and toggle operator.
B. Fractional Horsepower Manual Controller: NEMA ICS 2, AC general-purpose Class A manually operated, full-voltage controller for fractional horsepower induction motors, with thermal Overload unit, and toggle operator.
C. Enclosure: NEMA ICS 6; Type 1.

2.2 AUTOMATIC CONTROLLERS

A. Magnetic Motor Controllers: NEMA ICS 2, AC general-purpose Class A magnetic controller for induction motors rated in horsepower.
B. Coil Operating Voltage: 120 volts, 60 Hertz.
C. Overload Relay: NEMA ICS; electronic type; with phase loss and unbalance protection.
D. Enclosure: NEMA ICS 6, Type 1.

2.3 PRODUCT OPTIONS AND FEATURES

A. Auxiliary Contacts: NEMA ICS 2, 2 each field convertible contacts in addition to seal-in contact.
B. Cover Mounted Pilot Devices: NEMA ICS 2, heavy duty type.
C. Pushbuttons: Recessed type.
D. Indicating Lights: LED type.
E. Selector Switches: Rotary type.
F. Relays: NEMA ICS 2.
G. Control Power Transformers: 120 volt secondary. Provide fused primary and secondary, and bond unfused leg of secondary to enclosure.

2.4 DISCONNECTS

A. Combination Controllers: Combine motor controllers with fusible switch disconnect in common enclosure.
B. Fusible Switch Assemblies: NEMA KS 1, enclosed knife switch with externally operable handle. Fuse clips: Designed to accommodate Class R fuses.

2.5 FUSES

A. Description: Dual element, current limiting, time delay, one-time fuse, 250V volt, UL 198E, Class RK 5.
B. Interrupting Rating: 200,000 rms amperes.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install enclosed controllers where indicated, in accordance with manufacturer's instructions. Provide a motor controller for all equipment not furnished as integral with equipment. Coordinate actual motor loads with overload protection.
B. Install enclosed controllers plumb. Provide supports in accordance with Section 26 05 29 "Supporting Devices."
C. Height: 5 feet to operating handle.
D. Install fuses in fusible switches.
E. Select and install overload heater elements in motor controllers to match installed motor characteristics.
F. Provide engraved plastic nameplates under the provisions of Section 26 05 53 "Electrical Identification."
G. Provide neatly typed label inside each motor controller door identifying motor served, nameplate horsepower, full load amperes, code letter, service factor, and voltage/phase rating.

3.2 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of other Sections.
B. Inspect and test each enclosed controller to NEMA ICS 2.

END OF SECTION

SECTION 26 24 16 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Distribution and branch circuit panelboards.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 29 "Supporting Devices."
   3. Section 26 05 53 "Electrical Identification" for engraved nameplates.

1.2 REFERENCES

A. NECA (National Electrical Contractors Association) "Standard of Installation."
B. NEMA AB 1 - Molded Case Circuit Breakers.
C. NEMA ICS 2 - Industrial Control Devices, Controllers, and Assemblies.
D. NEMA KS 1 - Enclosed Switches.
E. NEMA PB 1 - Panelboards.
F. NEMA PB-2 - Switchboards.
G. NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
H. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS

A. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker, fusible switch arrangement, and sizes.
B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
C. Switchboard and panelboard manufacturer shall provide short circuit and arc fault calculations per NEC requirements. Equipment shall be rated per calculations.

1.4 PROJECT RECORD DOCUMENTS

A. Submit under provisions of General Conditions. Record actual locations of products; indicate actual branch circuit arrangement.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of General Conditions. Maintenance Data: Include spare parts data listing; and recommended maintenance procedures and intervals.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 5 years' experience.

1.8 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70. Furnish products listed and classified by UL as suitable for purpose specified and indicated.

1.9 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated.

1.10 MAINTENANCE MATERIALS

A. Provide maintenance materials under provisions of General Conditions. Provide two of each panelboard key if required.

PART 2 - PRODUCTS

2.1 PANELBOARDS

A. Manufacturers:
   1. Eaton.
   2. G.E.
   3. Siemens.
   4. Square-D.
B. Description: NEMA PB-1, circuit breaker type.
C. Panelboard Bus: Copper with ratings as indicated. Provide a copper ground bus in each panelboard.
D. Minimum integrated short circuit rating: Fully rated devices with minimum levels as indicated. Series rated systems will not be allowed. Minimum calculated values are labeled on each panelboard and are indicated as "AIC."
E. Molded Case Circuit Breakers: NEMA AB 1, bolt-on, circuit breakers with integral thermal and instantaneous magnetic trip in each pole. Provide circuit breakers UL listed as type HACR for air-conditioning equipment loads and type SWD for switching applications.
F. Enclosure: NEMA PB-1, Type 1.
G. Cabinet Front: Surface or recessed type as indicated on the Drawings, fastened with concealed trim clamps, hinged door with flush lock, metal directory frame, and finished in manufacturer’s standard gray enamel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install panelboards in accordance with NEMA PB 1.1. Install panelboards plumb. Provide supports in accordance with drawings and Section 26 05 29 "Supporting Devices." Height: 6-foot maximum to top of panelboard. Provide filler plates for unused spaces in panelboards. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads. Spare slots shall be labeled as such in erasable pencil on directory. Provide engraved plastic nameplates under the provisions of Section 26 05 53 "Electrical Identification."

B. Provide two empty 1-inch conduits from each recessed panelboard to an accessible location above and label as "spare."

C. Ground each panelboard in accordance with Section 26 05 26 "Grounding and Bonding."

D. Prove a 4-inch concrete housekeeping pad for switchboard.

3.2 FIELD QUALITY CONTROL

A. Field inspection and test for grounds on each circuit after installation is completed. Measure steady state load currents at each panelboard feeder; rearrange circuits in the panelboard to balance the phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.

B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

END OF SECTION

SECTION 26 27 26 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wall switches.
   2. Receptacles.
   3. Wall plates.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 33.16 "Boxes."

1.2 REFERENCES

A. NECA - Standard of Installation.
B. NEMA WD 1 - General Requirements for Wiring Devices.
C. NEMA WD 6 - Wiring Device - Dimensional Requirements.
D. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Refer to Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
C. Manufacturers with similar catalog numbers will not be considered as a basis for an equivalent product.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.5 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide products listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 WALL SWITCHES

A. Manufacturers:
   1. Hubbell PRO 1221-W.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Description: NEMA WD 1, 20 amp, Heavy-Duty, AC only general-use snap switch.

C. Body and Handle: Nylon white handle.
D. Utilize equivalent series of manufacturer's numbers above for three-way, four-way, and two-pole applications.
E. Refer to drawings for Lighting Control Sequence Matrix for additional lighting control devices and requirements. Lighting Controls shall be equal to Acuity Brands, nLight system. All devices shall be white.

2.2 RECEPTACLES

A. Manufacturers:
1. Hubbell PRO 5352-W.
2. Substitutions: Refer to Section 01 60 00 "Product Requirements." Equivalent.
B. Description: NEMA WD 1, Heavy-duty, general-use receptacle, with triple wipe contacts and grounding contacts integral with backstrap (no rivets).
C. Device Body: White plastic.
D. Configuration: NEMA WD 6, type as specified and indicated.
E. Convenience Receptacle: Type 5-20.
F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements. Hubbell GF5352-W or equivalent.

2.3 WALL PLATES

A. Decorative Cover Plate: Stainless steel.
B. Weatherproof Cover Plate: Gasketed cast metal with gasketed device cover on exterior devices.
C. Surface Mounted Plates: Galvanized steel plates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for verification of existing conditions prior to beginning Work.
B. Verify that outlet boxes are installed at proper height.
C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
E. Verify installation location of all boxes to be installed in millwork with Architect/Engineer.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean debris from outlet boxes.

3.3 INSTALLATION

A. Install in accordance with NECA "Standard of Installation."
B. Install devices plumb and level.
C. Install switches with OFF position down.
D. Do not share neutral conductor on load side of dimmers.

E. Install receptacles with grounding pole located on the bottom as required by Owner.
F. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
G. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
H. Connect wiring devices by wrapping conductor around screw terminal.
I. Use jumbo size plates for outlets installed in masonry walls.
J. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.
K. Install blank cover plate to match other wall plates on all unused boxes.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 "Boxes" to obtain mounting heights specified and indicated on Drawings.
B. Install all wall switches, thermostats, and fire alarm pull stations at 48 inches above finished floor.
C. Install convenience receptacle 18 inches above finished floor.
D. Install convenience receptacle 6 inches above backsplash of counter unless otherwise directed by Architect/Engineer.
E. Install telephone jack 18 inches above finished floor.
F. Install telephone for jack wall telephone to position top of telephone at 48 inches above finished floor.

3.5 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspection, testing, adjusting, and balancing.
B. Inspect each wiring device for defects.
C. Operate each wall switch with circuit energized and verify proper operation.
D. Verify that each receptacle device is energized.
E. Test each receptacle device for proper polarity.
F. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for adjusting installed work.
B. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for cleaning installed Work.
B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

SECTION 26 28 16.16 - ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fusible switches.
   2. Non-fusible switches.
   3. Fuses.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NEMA KS 1 - Enclosed Switches.
B. NFPA 70 - National Electrical Code.
C. UL 198C - High-Interrupting Capacity Fuses; Current Limiting Type.
D. UL 198E - Class R Fuses.
E. NEMA AB 1 - Molded Case Circuit Breakers.
F. NECA - Standard of Installation.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide switch ratings and enclosure dimensions.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Eaton.
B. General Electric.
C. Siemens.
D. Square D.

2.2 ENCLOSED SWITCHES

A. Fusible or Non-fusible as indicated.
B. Switch Assemblies: NEMA KS 1, Type HD load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch in ON position. Handle lockable in OFF position.
C. Fuse Clips: Designed to accommodate NEMA FU1, class R fuses.
D. Enclosures: NEMA KS 1.
E. Interior Dry Locations: Type 1.
F. Exterior Locations: Type 3R or 4.
G. NEMA ratings of enclosures as specified on Drawings take precedence over location Specification.
H. Current rating of switch to be equal to or greater than that of the circuit it is interrupting.

2.3 FUSES

A. Manufacturers:
   1. Bussman.
   2. Gould Shawmut.
   3. Littlefuse.
B. Dimensions and Performance: NEMA FU 1, Class as specified or indicated.
C. Voltage: Provide fuses with suitable voltage ratings for phase to phase voltages.
D. Service Entrance: Class L, Bussman Low-peak or equivalent.
E. General Purpose Loads: Class RK1, Bussman Low-peak or equivalent.
F. Motor Loads: Class RK5, Bussman Fusetron or equivalent.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with NECA Standard of Installation.
B. Install fuses in all fusible disconnects.
C. Apply adhesive tag on the inside door of all disconnects indicating the NEMA class fuse and size installed.
D. Provide a disconnect switch for all equipment where indicated or required by the National Electrical Code. Coordinate with other disciplines to determine where disconnects are furnished with equipment.

END OF SECTION

SECTION 26 51 00 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Luminaires.
   2. Exit signs.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NEMA WD 6 - Wiring Devices-Dimensional Requirements.
B. NFPA 70 - National Electrical Code.
C. NFPA 101 - Life Safety Code.

1.3 SUBMITTALS

A. Refer to Section 01 33 00 "Submittal Procedures" for Submittals.
B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
C. Product Data: Provide dimensions, ratings, and performance data.

1.4 SUBSTITUTIONS

A. Refer to Section 26 05 00 "Basic Electrical Methods" for requirements.

1.5 CLOSEOUT SUBMITTALS

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for Submittals for Project closeout.
B. Operation and Maintenance Data: Submit manufacturer's operation and maintenance instructions for each product.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Conform to requirements of NFPA 101.
C. Products: Listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. Furnish products as scheduled. Refer to Section 01 60 00 "Product Requirements" for substitutions and product options.

2.2 EXIT SIGNS

A. Furnish products as scheduled.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install suspended luminaires using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
B. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
C. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
D. Exposed Grid Ceilings: Support surface mounted luminaires on grid ceiling directly from building structure.
E. Install recessed luminaires to permit removal from below.
F. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating in locations where fire rated ceilings are present.
G. Install clips to secure recessed grid-supported luminaires in place.
H. Install wall mounted luminaires, emergency lighting units and exit signs at height as indicated on the Drawings or as scheduled.
I. Install accessories furnished with each luminaire.
J. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
K. Bond products and metal accessories to branch circuit equipment grounding conductor.
L. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.

3.2 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspection, testing, and adjusting.
B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.3 ADJUSTING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for adjusting installed work.
B. Aim and adjust luminaires as directed.
C. Position exit sign directional arrows as indicated.
D. Contractor shall readjust occupancy sensor (time and sensitivity) at or before the end of 1-year warranty period.

3.4 CLEANING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for cleaning installed Work.
B. Clean electrical parts to remove conductive and deleterious materials.
C. Remove dirt and debris from enclosures.
D. Clean photometric control surfaces as recommended by manufacturer.
E. Clean finishes and touch up damage.

3.5 DEMONSTRATION AND INSTRUCTIONS

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for demonstrating installed Work.

3.6 PROTECTION OF FINISHED WORK

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for protecting installed Work.
B. Replace luminaires that have failed prior to Substantial Completion.

END OF SECTION

SECTION 27 13 43 - TELEPHONE COMMUNICATIONS CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fiber optic cable.
   2. Fiber optic patch panel.
   3. Optical fiber adapters.
   4. Optical fiber connectors.
   5. Jacks and patch panels.
   6. Equipment racks.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Design, installation, and testing of all passive components shall be in compliance with the following referenced documents using latest edition, including any errata or additions:
   1. TIA J-STD-607 (2002a) - Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications.
   2. TIA-526-14 (2010b) - OFSTP-14A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.
   3. TIA-568-2 (2009c; Errata 2010) - Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted Pair Cable Components.
   4. TIA-568-C.1 (2009) - Commercial Building Telecommunications Cabling Standard.
   5. TIA-568-C.3 (2008; Corrections 2008) - Optical Fiber Cabling Components Standard.
   6. TIA-569 (2004b; Add 1 2009) - Commercial Building Standard for Telecommunications Pathways and Spaces.

1.3 SYSTEM DESCRIPTION AND DEFINITIONS

A. The communication system shall include Category 6 patch panels, Category 6 back bone cables, telephone and data outlets, equipment racks, and connecting hardware. Connecting hardware shall be rated for operation under ambient conditions of 32 degrees Fahrenheit to 140 degrees Fahrenheit.

B. All Work under this Section shall be performed by and all equipment shall be furnished and installed by a qualified telecommunications contractor, hereafter referred to as Contractor. Contractor shall have minimum of 3 years' experience in the application, installation, and testing of the specified systems and equipment.

C. The equipment and hardware provided under this Contract will be from manufacturers that have a minimum of 3 years' experience in producing the types of systems and equipment specified.

D. Cable Requirements and Definitions:
   1. Horizontal Distribution Wiring - Category 6 UTP:

a. Intra-building cable that cross-connects the workstation data jack to the designated equipment closet. Horizontal wiring shall be four pair, 100-ohm plenum grade Unshielded Twisted Pair (UTP) cable meeting, at a minimum, Category 6 standards. RJ-45 modular connectors will be wired to meet EIA/TIA-568B standards and color code tables. Each connection shall include all eight wires of the four pair cable. All termination patch panels will comply with Category 6 standards. Additionally, all equipment selected will meet the manufacturer's end-to-end solution requirements for warranty. All horizontal wiring shall be secured and/or protected to safeguard against damage. All cables that drop below ceiling level will be concealed conduit.

E. Patch Panels: RJ-45 patch panels shall support all of the RJ-45 connections for a designated LAN zone. Provide fiber optic patch panel. Each port shall be labeled designating the port's destination outlet and port number. All conductors of all cables shall be terminated at both ends. Provide 48 port patch panels and quantity of patch panels required to support communciation cables required plus 2010 spare parts.

F. Data Outlets: Provide Category 6 RJ-45 Outlet as indicated on Drawings.

1.4 SUBMITTALS

A. Product Data: Submit for Category 6 outlet, Category 6 cable, Category 6 patch panel.

B. Test Reports: Reports shall show the field test performed to verify compliance with the specified performance criteria. Test reports shall include record of the physical parameters verified during testing.

PART 2 - PRODUCTS

2.1 HORIZONTAL DISTRIBUTION WIRING SYSTEM REQUIREMENTS

A. The horizontal cable for communication outlet wiring is defined as multi-conductor, thermoplastic-insulated, copper cable, 24 AWG air core, with four unshielded twisted pairs rated to a performance criteria of Category 6.

B. Cable protection will be of the highest concern. The cable sheath shall be protected from sharp edges. Where cables pass over a sharp edge, a bushing or grommet shall be inserted to protect the cable.

C. To reduce EMI induced into the cabling from fluorescent lights, cable sheath shall be installed in a hanging pathway in the area above the drop ceilings to maintain proper clearance of 5 inches from fluorescent lights.

D. Testing after installation and termination will be required to ensure a rating to Category 6 performance.

E. The cable's outer sheath shall be "blue" in color for data.

F. Horizontal cabling shall be installed in a star topology. Each work area outlet must be cabled directly to a horizontal cross connect in the appropriate equipment closet.

G. Splices shall not be permitted for twisted-pair horizontal cabling.

H. Bridged taps (multiple appearances of the same cable pairs at several distribution points) shall not be permitted in the horizontal cable.

I. In all cases where the overall cable length allows, an additional 5 feet of slack shall be allowed for in the equipment closet.

J. In all cases where the overall cable length allows, an additional 12 inches of cable slack shall be allowed for at the outlet location.

K. In no case shall the slack allowances cause the overall length of the cable to exceed the limits as described in this Section.

L. Horizontal Cable Lengths: The maximum horizontal cable length from the cross connect panel to the workstation outlet shall not exceed 295 feet. An additional 33-foot allowance has been made for the combined length of patch cables and cables used to connect equipment in the work area and equipment rack.

M. Category 6 High Speed LAN Data Specifications:
   1. Electrical Specifications: Impedance 100 ohm plus or minus 15 percent.
   2. See testing specification for Category 6 performance - Execution for Attenuation and NEXT requirements.
   3. Mutual Capacitance: 17 pico Farad per foot maximum.

2.2 FIBER OPTIC CABLE

A. Provide in accordance with ICEA S-83-596, TIA/EI-568-C.3, UL and NFPA 70. Cable shall be imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches.

B. EIA TIA/EIA-492AAAA-A, multimode, 50/125-µm diameter, tight buffered fiber optic cable. Provide a 12 strand multimode fiber optic cable. Provide nonconductive optical fiber general purpose cable (OFN or OFNG), nonconductive optical fiber plenum cable (OFNP), and nonconductive optical fiber riser cable (OFNR) rated cable in accordance with NFPA 70 and UL 910. Type OFNP or OFNR may be substituted for type OFN or OFNG and type OFNP may be substituted for type OFNR in accordance with NFPA 70. The cable cordage jacket, fiber, unit, and group color shall be in accordance with EIA TIA/EIA-598.

C. Provide fiber optic cable from the main Demark room to the IT room serving the building.

2.3 FIBER OPTIC PATCH PANEL

A. Provide panel for maintenance and cross-connecting of optical fiber cables. Panel shall be constructed of 16 gauge steel minimum and shall be cabinet mounted and compatible with an EIA-310-D 19-inch equipment rack. Each panel shall be compatible with Type LC connectors. Provide dust cover for unused adapters. The rear of each panel shall have a cable management tray a minimum of 8 inches deep with removable cover, incoming cable strain-relief, and routing guides. Panels shall have each adapter factory numbered and be equipped with laminated plastic nameplates above each adapter. Provide fiber optic patch panel in each LAN hub enclosure.

2.4 OPTICAL FIBER ADAPTERS

A. Provide optical fiber adapters suitable for LC connectors. Provide dust cover for adapters. Optical fiber adapters shall comply with EIA TIA-455-21-A for 500 mating cycles.

2.5 OPTICAL FIBER CONNECTORS

A. Provide in accordance with EIA TIA-455-21-A. Optical fiber connectors shall be type LC in accordance with applicable EIA/TIA standards. The connectors shall provide a maximum attenuation of 0.3 dB at 850, 1,300, 1,310 and 1,550 µm with less than a 0.2 dB change after 500 mating cycles.

2.6 JACKS AND PATCH PANELS

A. Category 6 rating shall be applied to all connecting hardware appropriate for use with UTP cables specified in the EIA/TIA-568-C3. Components used shall be characterized up to a minimum 6 certification and typically intended for emerging technologies and applications. Provide a minimum of 10 percent spare ports in patch panel. Provide separate patch panels for telephone and data wiring.

2.7 EQUIPMENT RACKS

A. Provide 19-inch, 7-foot tall, 4-post. Refer to Drawings for additional rack information.
B. Provide number of racks to support equipment required including spaces as indicated.
C. Provide Cable Management System for each rack as manufactured by Panduit.
D. Provide rack with all associated hardware.

2.8 SUPPORT PRODUCTS

A. All data/telephone cabling shall be in conduit or cable tray.

PART 3 - EXECUTION

3.1 GENERAL

A. Contractor shall provide Category 6 cable, Category 6 patch panels, fiber optic patch panel, fiber optic cable, Category 6 outlets, equipment rack, and mounting hardware for LAN HUB. All communication cables shall be terminated and tested.

3.2 CABLE DISTRIBUTION

A. Contractor shall wire the building as indicated on the Contract Drawings in accordance with standards. The building shall be wired using a universal wire plan that must accommodate the cables described in this Specification. The wiring plan is designed to provide adequate pairs to support the campus LAN system's high-speed data connections.
   1. Two four-pair Category 6, 100-ohm plenum rated UTP cables shall be provided for each data port. Cable shall be rated CMP.
   2. Category 6, RJ-45 modular connections shall be wired to meet TIA/EIA 568-C.1 and TIA/EIA 568-C.2 pin, pair and color designation.
   3. Each connection shall include all eight conductors of each of the four pair cable.
   4. Placement relative to nearby noise sources, such as electric power wiring, radio frequency (RF) sources, large motors and generators, induction heaters, fluorescent light ballast, etc., shall be avoided. If necessary, place exposed cables not closer than 4 feet from large motors or transformers, 1-foot from conduit and cables used for electrical power distribution and 5 inches from fluorescent lighting.
   5. Unless otherwise instructed by this Specification installation shall be in compliance with EIA/TIA-568-C1, TIA-568-2, TIA-569, NFPA 70, UL Standards, Telecommunications Cabling Standard, EIA/TIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces, and ANSI/NFPA 70 National Electric Code. Installation shall also meet any additional manufacturer's requirements to fulfill warranty Specifications.

6. Provide a minimum of 5 feet of cable slack in the equipment cabinets and 12 inches at the outlet for each cable run to accommodate for future cabling system changes.

3.3 USER WORK AREA

A. Distribution of drop locations will be as indicated on the Contract Documents. Provide the following at each outlet location: Minimum telephone/data: Two Category 6 jack (RJ-45) at each outlet (with two blue cables). Provide number of drops per outlet as indicated on Drawings.
   1. 1,000 Mbite/Sec, Fast Ehternet, Lockable.
   2. Labeling:
      a. All data outlets, patch panel ports, and both ends of each cable shall be clearly and neatly labeled. Two cable identification schemes will be used, one for the end of the cable in the work area, and one for the end of the cable at the patch panel. The labeling schemes shall be as follows:
   3. Work Area Scheme: The first digit of the I.D. number will use a numeric character, designating the LAN zone in which the jack is located. The first digit will be followed by a dash (-). The next character will be an alphabetic designator to identify the patch panel in which the cable is terminated. This character will be followed by a dash (-). The last digit will be a numeric designator corresponding with the patch panel port into which the cable is terminated. For example: The cable to the first port in the first patch panel in LAN Zone 1, will be designated as 1-A-1. The cable to the second port will be 1-A-2. Cables to the second patch panel will be labeled 1-B-1, 1-B-2, 1-B-3, etc. Contractor will be responsible for clearly and visibly labeling each patch panel in accordance with the scheme described above.
   4. Patch Panel Scheme: The first portion of the I.D. number will correspond with the room number to which the cable runs. This number will be followed by a dash (-). The next portion of the I.D. number will be an alphabetic designator to identify the faceplate in the work area where the cable is terminated. This character will be followed by a dash (-). The last portion of the I.D. number will be a numeric designator that corresponds with the faceplate jack in which the cable is terminated. For example: The cable to the first jack in the first faceplate in Room 32 will be designated as 32-A-1. The cable to the second jack will be 32-A-2. Cables to the next faceplate in Room 32 will be labeled 32-B-1, 32-B-2, 32-B-3, etc. Contractor will be responsible for clearly and visibly labeling each faceplate in accordance with the scheme described above. Faceplates should be lettered in a clockwise sequence beginning at the main entrance into the room. Jacks on each faceplate will be sequenced in a clockwise direction beginning from the upper left-hand side of the faceplate. In situations where cable is run to an unnumbered room, Contractor will be responsible for coordinating with the appropriate government representative(s) to assign a number to the room.

3.4 EQUIPMENT CLOSETS

A. Equipment racks shall be bolted to the floor slab. Cable guides shall be bolted or screwed to racks. Racks shall be installed level.
   1. Patch Panels: High density, low profile patch panels shall be used in all locations. Patch panels may vary in number of ports provided, but shall be of the same manufacturer and series, for all closets. All patch panels will be populated with port counts that equal or exceed total ports needed, plus 10 percent, for each closet.

a. UTP Patch Panels: All patch panels used to terminate UTP cables shall comply with selected vendors channel rating for Category 6.
   1) Patch cables connecting data work ports to the LAN switches shall be Category 6 compliant, both cordage and couplers. Patch cables shall be constructed of stranded cable. Although the switches and other active components will be provided by the Owner, all patch cables shall be provided by Contractor to provide connection to these active components. Contractor shall also provide each Site a quantity of spare patch cables equal to 10 percent of the total used at that Site. Patch cables shall be appropriately sized to allow for a neat and maintainable system.
   2) All ports will be labeled in accordance with the labeling scheme described in this Specification.

3.5 TESTING

A. Horizontal Wiring Testing: Testing of all data horizontal UTP cables shall be performed in accordance with EIA/TIA TSB-1152 to ensure rating of Category 6 performance. Test parameters shall include wire mapping, attenuation, NEXT, and noise measurements to verify a limit below 100 megavolts.
   1. All distribution plant facilities associated with the new wiring system shall be tested and verified after installation activities and all major plant rearrangements have been completed. Tested copper pairs shall conform to the design guidelines as specified, as well as manufacturer's standards. Cable plant testing of the data jack will diagnose the presence of all open-loop conductors, noisy lines and distortion, low-loop current, high-loop loss, ringer failures, grounded, shorted or crossed conductors, dB loss, split connections, attenuation range, and/or near-end cross-talk. Contractor will supply complete testing and correction reports/information and explanation to the government, or designated representative, for review prior to acceptance of the system(s). Contractor and the government or designated representative will develop a mutually acceptable format for recording and reporting of testing results prior to the start of testing activities. All errors are to be corrected at Contractor's expense prior to providing the completed records.
      a. Perform Category 6 link tests in accordance with EIA TIA/EIA-568-C.1 and EIA TIA/EIA-568-C.2. Tests shall include wire map, length, insertion loss, NEXT, PSNEXT, ELFEXT, PSELFEXT, return loss, propagation delay, and delay skew.
   2. A wire map test will be performed as per TIA/EIA TSB-568-C.3. This test will be used to verify pair to pin termination at each end and check for installation connectivity errors.

B. Horizontal Wiring Testing (Test from Both Ends):
   1. The following parameters will be measured from both sides of the link:
      a. Attenuation: A measure of signal loss in the link.
      b. Near-End Crosstalk Loss (NEXT): A measure of signal coupling from one pair to another within a UTP cabling link and is derived from swept/stepping frequency voltage measurements.

C. Noise Testing:
   1. The noise level testing associated with the data circuit will only be required if problems occur with the previous test procedures, or if the manufacturer requests it for warranty purposes. If tested, it shall be measured over seven different frequencies.

a. Noise will be measured by recording interference from all outside sources (for example, power cables). The noise is generally steady throughout the entire frequency range and permanently exists. Acceptable levels will be the lower of the manufacturer's specifications or less than 100 megavolts.
b. Noise peaks will be measured by adjusting a threshold. All peaks that exceed the threshold will be documented. Acceptable peaks will be determined by the manufacturer's specifications, or by IEEE 802.3 10BaseT Ethernet Standards.

D. Additional Testing:
1. Any additional testing and/or documentation required by the manufacturer to show full compliance with warranty requirements shall be provided to the government by Contractor. Final test results will meet manufacturer's guidelines for the cabling channel.

E. Telecommunications Cabling Testing:
1. Perform telecommunications cabling inspection, verification, and performance tests in accordance with TIA-568-C.1, EIA TIA/EIA-568-C.2, EIA TIA/EIA-568-C.3, and TIA-568-2. Perform optical fiber field inspection tests via attenuation measurements on factory reels and provide results along with manufacturer certification for factory reel tests. Remove failed cable reels from Project Site upon attenuation test failure. All fiber optic, data, and telephone cables shall be terminated and tested.
2. For multimode optical fiber, perform optical fiber end-to-end attenuation tests in accordance with EIA TIA/EIA-568-C.3 and EIA TIA/EIA-526-14 using Method A, Optical Power Meter and Light Source for multimode optical fiber.

END OF SECTION

SECTION 28 15 00 - INTEGRATED ACCESS CONTROL HARDWARE DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes access control door hardware for the following:
   1. Swinging doors.
   2. Other doors to the extent indicated.
   3. Security or High Security keyed cylinders, including provisions for temporary construction keying, for mechanical override at access control locking hardware to be furnished under Division 08 71 00 "Door Hardware."
   4. Electrified and integrated access control card key door hardware.
   5. Security or high security keyed cylinders, including provisions for temporary construction keying, for mechanical override at access control locking hardware to be furnished under Division 08 71 00 "Door Hardware."

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Division 08 11 13 "Hollow Metal Doors and Frames."
   3. Division 08 41 13 "Aluminum-Framed Entrances and Storefronts."
   4. Division 08 71 00 "Door Hardware."
   5. Division 26 Section "Electrical" for connections to electrical power system and for low-voltage wiring work.
   6. Division 27 Section "Telephone Communications Cabling" for connections to the LAN.

1.2 REFERENCES

A. ANSI A117.1 (1998) - Accessible and Usable Buildings and Facilities.
B. IBC - International Building Code
C. NFPA 70 (2002) - National Electrical Code.
D. NFPA 80 (1999) - Fire Doors and Windows.
E. NFPA 101 (2006) - Life Safety Code.
F. UL 294 - Access Control Systems.
G. UL 1076 - Proprietary Burglar Alarm Units and Systems.

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions, and finishes.

B. System Operational Descriptions: Complete system operational narratives for the integrated access controlled openings defining the owner's prescribed requirements for the opening functionality. Narratives include, but are not limited to, the following situations: normal secured/unsecured state of door; authorized access; authorized egress; unauthorized access; unauthorized egress; fire alarm and loss of power conditions, and interfaces with other building control systems.

C. Shop Drawings: Details of electrified integrated locking hardware and access control firmware, indicating the following:
   1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware and firmware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
      a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
      b. Complete (risers, point-to-point) access control system block wiring diagrams.
   2. Electrical Coordination: Coordinate with related Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.

D. Proof of Certification: Upon request provide a copy of manufacturer's official certification or accreditation document indicating proof of status as a qualified and authorized provider of the primary access control components.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete access control and site management installation in quantity as required in Division 01, Closeout Submittals. Manual to include name, address, and telephone number of the supplier / integrator providing the installation and the nearest service representatives for each item of equipment included in the system. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.
   1. As-Built Drawings: During system installation, the Contractor to maintain a separate hard copy set of drawings, elevation diagrams, and wiring diagrams of the access control system to be used for record Drawings. This set to be kept up to date by the Contractor with all changes and additions to the access control system accurately recorded.

F. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum of 5 years of documented experience in providing access control and security systems equipment and software similar to that indicated for this Project and that have a proven record of successful in-service performance.
   1. Software and access control systems components to have been previously and thoroughly tested together with proven installations similar in size and functionality to the design requirements indicated for this Project.

B. Supplier Qualifications: Supplier/dealers, verifiably authorized and in good standing with the primary product manufacturers, with a minimum of 3 years of experience supplying integrated access control systems similar in material, design, and scope to that indicated for this Project and whose work has resulted in construction with a proven record of successful in-service performance.

C. System Integrator Qualifications: Systems integrators, verifiably factory trained and certified by the primary product manufacturers, with a minimum of 3 years documented experience installing complete integrated access control systems similar in material, design, and scope to that indicated for this Project and whose work has resulted in construction with a proven record of successful in-service performance. Qualifications include, but are not necessarily limited, to the following:
   1. References: Provide a list of references for similar projects including contact name, phone number, name and type of project.
   2. Professional Staffing: Firms to have a dedicated access control systems integration department with full time, experienced professionals on staff experienced in providing on-site consulting services for both electrified door hardware and integrated access control systems installations.
   3. Factory Training: Installation and service technicians are to be competent factory trained and certified personnel capable of maintaining the system.
   4. Service Center: Firms to have a service center capable of providing training, in-stock parts, and emergency maintenance and repairs at the Project Site with 24-hour/7-days a week maximum response time.

D. Installer Qualifications: Certified technicians, verifiably authorized with the primary product manufacturers for installation of IP-Enabled, Wireless, and Power-over-Ethernet Access Control products in accordance with documented instructions and NFPA 80.
   1. ASSA ABLOY access control products are required to be installed only through designated "Preferred Installers."

E. Source Limitations: Obtain the access control door hardware, system firmware, and application software specified in this Section from a single source, qualified supplier/integrator unless otherwise indicated.
   1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
   2. Provide integrated access control door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.

F. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:
   1. Comply with NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
   2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1.
   3. Comply with NFPA 101 "Life Safety Code" for doors in a means of egress.
   4. Comply with NFPA 80 "Fire Doors and Windows" for fire labeled opening assemblies.
   5. The installed access control system shall conform to all local jurisdiction requirements.

G. Keying Conference: Reference Section 08 71 00 "Door Hardware."

H. Pre-Submittal Conference: Conduct conference with attendance by representatives of supplier/dealer, systems integrator, and Contractor to review proper methods and procedures for receiving, handling, and installing the access control system hardware. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedules.

1. Inspect and discuss Division 26 electrical roughing-in and similar preparatory Work performed by other trades.
2. Review and verify sequence of operation descriptions for each unique access controlled opening.
3. Review and finalize construction schedule and verify availability of materials.
4. Review the required inspecting, testing, commissioning, and demonstration procedures.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not store electronic access control hardware, software or related accessories at Project Site without prior authorization.
   1. Access Control Firmware and Software: Where approved and directed, inventory upon receipt and store electronic access control equipment in a secure, temperature and humidity controlled environment in original manufacturer's sealed containers.
B. Tag each item or package separately with identification related to the final access control door Schedule, and include basic installation instructions with each item or package.
C. Deliver permanent keys, cores, access control credentials, software, and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner established at the “Pre-Submittal Conference."

1.6 COORDINATION

A. Coordinate quantity and arrangement of assemblies with ceiling space configuration and with components occupying ceiling space, including structural members, pipes, air-distribution components, raceways, cable trays, recessed lighting fixtures, and other items.
B. Access Control System Electrical Coordination: Coordinate the layout and installation of scheduled electrified door hardware, and related access control equipment, with required connections to source power junction boxes, power supplies, detection and monitoring hardware, and fire alarm system.
   1. Door Hardware Interface: The card key access control system to interface and be connected to electronic door control hardware (electromechanical locks, electric strikes, magnetic locks, door position switches, other monitoring contacts, and related auxiliary control devices) as described under Section 08 71 00 "Door Hardware." Coordinate the installation and configuration of specified door hardware being monitored or controlled with the controls, software, and access control hardware specified in this Section.
C. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing electrified door hardware and access control system components. Check Shop Drawings of other Work to confirm that adequate provisions are made for locating and installing access control system hardware to comply with indicated requirements.

D. Door and Frame Preparation: Reference Division 08, Openings: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling, and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article will not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and are in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of the installed access control system hardware and software that fails in materials or workmanship, including all related parts and labor, within specified warranty period after final testing and acceptance by the Owner. Failures include, but are not limited to, the following:
   1. Structural failures including excessive deflection, cracking, or breakage.
   2. Faulty operation of the hardware.
   3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   4. Electrical component defects and failures within the systems operation.

C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

D. Special Warranty Periods (Electrified Access Control Door Hardware):
   1. Two years for Electrified, Wiegand Output, and IP-Enabled Access Control Door Hardware.

E. Maintenance Support and Extended Service Agreement: Submit for Owner’s consideration an optional extended Service Agreement for the installed access control system, including support for software related issues. The extended service agreement is considered elective and is without manufacturer's requirement stipulating mandatory coverage for Owner and/or vendor system support.
   1. A published copy of this agreement to be included with the Submittal package.
   2. Support for the installed access control system components is provided through the vendor under a 24 hour technical assistance program.
   3. Access control and management system components are to be available on a one-day turn around time frame from the manufacturer.
   4. Primary systems manufacturer to offer and provide remote modem or internet access for direct factory support to the vendor. The factory level support to include diagnostics and troubleshooting support on systems related issues at no additional cost to the owner.

F. Access Control Software Upgrades: Version upgrades and "fix" releases to the access control system software are available at no extra charge as long as the version of software provided under this specification remains the current manufacturer’s version or for up to 2 years after a new version release.
   1. Major access control software revisions that provide new functionality to the product provided free of charge for up to 1 year from the date of Substantial Completion.
   2. Access control system software is to be upgradable as may be required or as necessary, to expand and manage the Owner’s Site or Sites. Upgrades are to be offered at a published flat fee for the primary system software, with single license modules included in the primary fee structure. System upgrades offered at a costing structure based upon the original number of licensed modules issued, or on those to be purchased at a future date, are not allowed.
   3. As part of the Submittal package, provide a list of available software upgrades and/or expansions modules. List to identify related costs for upgrades, or expansions to the original system, up to the next qualifying operational level.

1.8 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of the installed access control system hardware and components.

B. Maintenance Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous 6 months full maintenance by skilled employees of the systems integrator. Include repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

1.9 SCOPE OF WORK

A. On-Line Electronic Access Control System: Furnish and install at the indicated locations the specified electrified and integrated door hardware and access control firmware and software for a completely operational access control and security site management system. System includes, but is not necessarily limited, to the following:

1. Electrified integrated card reader locks and exit hardware, permanent and temporary override cylinders, network control processors, reader controller panels, I/O monitor/control interfaces, door position switches, remote card readers, keypads, and display terminals, access cards and credentials, system application software, special tools, operating manuals, and required cabling and accessories as detailed below and listed in the Access Control Hardware Sets at the end of Part 3.
    a. Provide the appropriate number of reader controller panels and I/O monitoring/control expansion interfaces as needed to handle the number of card readers, locking devices, door status devices, and identified alarm inputs specified in this section, and as shown on the security Drawings.
    b. Provide manufacturer approved integrated card reader locks, exit hardware, and remote mounted card readers, keypads, and display terminals that are functionally compatible with the specified access control equipment interfaces.
2. Access control system equipment to be installed in an enclosure box compatible with the specified components. This enclosure to include, but is not necessarily limited to, the network control processor, I/O monitor/control interface panels, power supplies, terminal strips, wire ducts, keyed lock cylinder, integrated outlet for A/C power, and standoffs.
    a. Enclosure box to be located in the designated IT/Telecom room(s) with connection to local area network for communication back to the central server host.
3. Owner to provide the following:
    a. Central server host computer, client workstations, and hardware peripherals to be from an approved, major line computer manufacturer. Specific information detailing compliance with system requirements to be included in the Project Submittal package as specified.
    b. Owner will be responsible for ensuring that each computer hardware component includes the required interfaces, expansion boards, and peripherals that will be necessary to allow the system to operate as described within this Specification and as indicated on the Drawings.

c. Power Sourcing and Network Switches: Quantity as required to accommodate installed access control (and video surveillance) devices.
d. Network Control Processor Connections:
1) LAN/Ethernet communication ports (jacks) and network interface cards as needed, CAT5e cabling from network router/switch to network control processor, outlet and cover plates, and/or patch cables required for network connection within each designated IT/Telecom room.
2) Required static IP addresses.

4. Power Supplies, including battery back up and separately fused surge protection, required for the electrified door hardware and access control equipment.
5. Installation, final configuration, and commissioning of electrified door and access control system hardware, communication firmware, power supplies, and related accessories.
6. System application software including installation, programming, and end user training of the access control system demonstrating operating, repair, and maintenance procedures. Include no fewer than 8 hours of on-site central server training for designated personnel (facilities maintenance, security, IT, administration) by a factory certified representative.
7. Provide manufacturer required power controllers, interface boards, and programming that may be required for approved electric latch retraction exit devices supplied under Section 08 71 00 "Door Hardware."
8. Electrical Contractor to provide the following:
a. Source power wiring (120VAC) as required for the electrified locking and access control hardware, equipment, accessories, and power supplies. This includes quad outlets as required on a dedicated circuit in the designated IT/Telecom room(s) and the related conduit, stub-in, junction boxes, and connectors required for the source power delivery and connections.
b. Provide required conduit, stub-in, junction, and back boxes for both the electrified locking hardware and access control equipment at each of the access controlled or monitored openings per plan drawings and specs. Supply and install conduit between each of the aforementioned devices and between the electrical junction boxes, power supplies, and access control equipment located on or above the door opening.
1) At wall mounted remote readers, provide conduit on the secured side of the door 36 inches from the finish floor and 6 inches from the edge of the frame, to the related power supplies and access control equipment.
2) At electrical hardware power transfers, provide conduit on the secured side of the opening from the power transfer, thru-wire hinge, or serviceable panel location on the frame jamb to the related power supplies and access control equipment.
c. Electrical Contractor to provide all 120VAC cabling connections and terminations from the electrical junction boxes to these electrical devices.
9. Access Control System Integrator to provide the following:
a. Low voltage wiring (12/24VDC) and communication cabling (RS-232/RS-485) from network control processors to reader controllers, I/O monitor/control interface panels, electrified and integrated locking hardware, remote card readers, keypads, or display terminals, monitoring and signaling switches, and power supplies. Work includes related connectors, final terminations, and hook-ups required for a complete and functional access controlled opening in accordance with applicable codes and specified system operational narratives.

10. Elevator Contractor to provide the following:
    a. Interface or landing of interface cable onto the elevator call button will be performed by a certified elevator Contractor.
    b. Coordinate with access control systems integrator provisions for a card reader with output allowing the elevator call button to be activated. A validated card read will be required for activation.
11. Full and seamless integration of the Site intrusion alarm service if applicable, with the installed Site access control system software.
12. Final connections to fire alarm system, if required, by electrical and fire alarm system Contractors.
13. Provide permits, submittals, and approvals required by the authority having jurisdiction prior to commencing with Work.
14. Provide manufacturer required power controllers, interface boards, and programming that may be required for approved electric latch retraction exit devices supplied under Section 08 71 00 "Door Hardware."
15. Electrical Contractor Provides the Following:
    a. Provide required conduit, stub-in, junction, and back boxes for both the electrified locking hardware and access control equipment at each of the access controlled or monitored openings per plan drawings and specs. Supply and install conduit between each of the aforementioned devices and between the electrical junction boxes, power supplies, and access control equipment located on or above the door opening.
        1) At off-line remote readers, provide conduit on the secured side of the door 36 inches from the finish floor and 6 inches from the edge of the frame to the related power supplies and access control equipment.
        2) At electrified hardware power transfers provide conduit on the secured side of the opening from the power transfer, thru-wire hinge, or serviceable panel location on the frame jamb to the related power supplies and access control equipment.
    b. Electrical Contractor to provide all 120VAC cabling connections and terminations from the electrical junction boxes to these electrical devices.
16. Access Control System Supplier Provide the Following:
    a. Low voltage wiring (12/24VDC) for the electrified locking hardware, remote card readers, monitoring and signaling switches, and power supplies. Work includes related connectors, final terminations and hook-ups required for a complete and functional access controlled opening in accordance with applicable codes and specified system operational narratives.
17. Typical System Requirements (Owner Provided): Central server host computer, client workstations, and hardware peripherals to be from an approved, major line computer manufacturer. Specific information detailing compliance with system requirements to be included in the Project Submittal package as specified.

PART 2 - PRODUCTS

2.1 CABLES AND WIRING

A. Data Line Supervision: System to include alarm initiation capability in response to opening, closing, shorting, or grounding of data transmission lines.

B. Install appropriate number of conductor pairs, in the wire gage (AWG) recommended by manufacturer, corresponding to the electronic locking functions specified, amperage drawn and distances covered between the power supplies, power transfer devices, electrified hardware, and access control equipment.

2.2 ACCESS CONTROL HARDWARE FINISHES

A. Standard: Comply with BHMA A156.18.
B. Protect mechanical finishes on exposed surfaces from damage by applying temporary protective coverings before shipping.
C. Where specified, finishes on integrated card key locksets or exit hardware to incorporate an FDA recognized antimicrobial coating (i.e., MicroShield™) listed for use on equipment as a suppressant to the growth and spread of a broad range of bacteria, algae, fungus, mold and mildew.
D. BHMA Designations: Comply with base material and finish as specified.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance of the installed access control system.
B. Examine roughing-in for electrical source power to verify actual locations of wiring connections before electrified and integrated access control door hardware installation.
C. Examine roughing-in for LAN and control cable conduit systems to PCs, controllers, card readers, and other cable-connected devices to verify actual locations of conduit and back boxes before device installation.
D. Notify Engineer of any discrepancies or conflicts between the Specifications, Drawings and scheduled access controlled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Doors and frames at scheduled access controlled openings to be properly prepared to receive specified electrified and access control hardware and connections without additional in-field modifications.

3.3 INSTALLATION

A. Install each item of electronic integrated door hardware and access control equipment to comply with manufacturer's written instructions and according to Specifications.
B. Mounting Heights: Mount electronic integrated door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
    1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Engineerural Hardware for Standard Steel Doors and Frames."
    2. Wood Doors: DHI WDHS.3, "Recommended Locations for Engineerural Hardware for Wood Flush Doors."

3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."

C. Boxed Power Supplies: Verify locations.
   1. Configuration: Provide the least number of power supplies required to adequately serve doors with access control hardware and equipment.

D. Final connect the system control switches (integrated card key locking hardware, remote readers, keypads, display terminals, biometrics), and monitoring, and signaling equipment to the related controller devices at each opening to properly operate the electrified door and access control hardware according to system operational narratives.

E. Retrofitting: Install each door hardware and access control item to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

F. System Application Software: Install and test application(s) software and databases for the complete and proper operation of systems involved. Assign software license(s) to Owner.

3.4 FIELD QUALITY CONTROL

A. Field Inspection (Punch Report): Reference Sections 01 70 00 “Execution and Closeout Requirements.” Produce Project punch report for each installed door opening indicating compliance with approved Submittals and verification hardware is properly installed, operating, and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
   1. Organization of List: Include separate door opening and deficiencies, and corrective action lists organized by mark, opening remarks and comments, and related opening images and video recordings.

B. Commissioning and Testing Schedule: Prior to final acceptance of the access control system installation, the following testing and documentation to be performed and provided to the Owner.
   1. Inspection: Verify that units and controls are properly installed, connected, and labeled and that interconnecting wires and terminals are identified.
   2. Pre-testing: Program and adjust the system and pretest all components, wiring, and functions to verify they conform to specified requirements. Provide testing reports indicating devices tested, pass/fail status, and actions taken to resolve problem(s) on failed tests.
   3. Acceptance Test Schedule: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
   4. Provide “as designed” Drawings showing each device and wiring connection and electronic enclosure legends indicating cabling in and out.
   5. Provide a complete set of operating instructions for access control hardware devices and a complete software user manual. The documentation includes module reference guides for each electronic enclosure.

3.5 ADJUSTING

A. Adjust and check each operating item of integrated access control door hardware, and each door opening to ensure proper secured operation and function of every unit. Replace units that cannot be adjusted to operate as intended.

3.6 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by access control system installation.
B. Clean operating items as necessary to restore proper finish and provide final protection and maintain conditions that ensure access control door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

A. Engage an authorized systems manufacturer representative to train Owner's maintenance personnel to adjust, operate, and maintain electronic integrated door hardware and the access control system.

3.8 ACCESS CONTROL HARDWARE SETS

A. The access control system hardware sets listed below represent the design intent and direction of the Owner, Engineer, and security consultant (as applicable). They are intended as a guideline only and should not be considered a detailed opening Schedule. Discrepancies, conflicting, and missing items should be brought to the attention of the Engineer with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
B. The supplier is responsible for handing and sizing all products and providing the correct option for the appropriate door type and material where more than one is presented in the hardware sets. Quantities listed are for each pair of doors or for each single door.
C. Refer to Section 08 71 00 "Door Hardware" for hardware sets.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing surface debris.
   2. Removing above- and below-grade site improvements.
   3. Removing designated trees, schrubs, and other plant life.
   4. Disconnecting, capping or sealing.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 50 00 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.2 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas, such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.

E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures" for requirements for submittals.

B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.6 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
   1. Use sufficiently detailed photographs or video recordings.
   2. Include Plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
B. Topsoil stripping and stockpiling program.
C. Rock stockpiling program.
D. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.
E. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

1.7 QUALITY ASSURANCE

A. Conform to applicable codes for disposal of debris.
B. Perform Work in accordance with State of Texas Highways standard.
C. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.
D. Rock Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
   1. Do not proceed with work on adjoining property until directed by Engineer.
C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

F. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
   1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Call Local Utility Line Information service not less than 3 workings day before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

3.2 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.
B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."
C. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.
D. Identify waste area for placing removed materials.

3.3 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
B. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.4 EXISTING UTILITIES

A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
   1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.
2. Owner will arrange to shut off indicated utilities when requested by Contractor.

C. Locate, identify, disconnect, cut, and plug utilities indicated to in place.

D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions, then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Engineer not less than 2 days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.

E. Excavate for and remove underground utilities indicated to be removed.

F. Removal of underground utilities is included in earthwork sections, in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and stockpile in areas approved by Engineer.
5. Clear undergrowth and deadwood without disturbing subsoil.
6. Apply herbicide to remaining remaining stumps to inhibit growth.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth indicated on Drawings in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and nonsoil materials from topsoil including clay lumps, gravel, other objects larger than 2 inches in diameter, trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
4. Stockpile surplus topsoil to allow for respreading deeper topsoil.
5. Stockpile sufficient quantities of on-site topsoil to later spread a minimum 6-inch-thickness off topsoil on landscaped (non-paved) Project areas.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with 2 coats of antirust coating following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating and filling for rough grading the Site.
   2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
   3. Excavating and backfilling for buildings and structures.
   4. Drainage course for concrete slabs-on-grade.
   5. Subbase course for concrete pavements.
   6. Subbase course and base course for asphalt paving.
   7. Subsurface drainage backfill for walls and trenches.
   8. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 10 00 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
   2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
   3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial Work directed by Engineer shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cubic yards or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency according to ASTM D1586.
I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.
B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
   1. Classification according to ASTM D2487.
   2. Laboratory compaction curve according to ASTM D698.
C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.4 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 01 50 00 "Temporary Facilities and Controls" and Section 31 10 00 "Site Clearing" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.
I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.
J. Sand: ASTM C33; fine aggregate.
K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches-wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Telephone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
    1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of Work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
    1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
    2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
        a. 24 inches outside of concrete forms other than at footings.
        b. 12 inches outside of concrete forms at footings.
        c. 6 inches outside of minimum required dimensions of concrete cast against grade.
        d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
        e. 6 inches beneath bottom of concrete slabs-on-grade.
        f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicate elevations and dimensions within a tolerance of plus or minus 1-inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
    1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other Work.

2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade leaving solid base to receive concrete pile caps.
3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1-inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.
   1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
   1. Clearance: 12 inches each side of pipe or conduit.
C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
   1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
   2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
   3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
   4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.8 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached required subgrade.
B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   1. Completely proof-roll subgrade in 1 direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
   2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2,500 psi, may be used when approved by Engineer.
   1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:
   1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
   2. Surveying locations of underground utilities for Record Documents.
   3. Testing and inspecting underground utilities.
   4. Removing concrete formwork.
   5. Removing trash and debris.
   6. Removing temporary shoring, bracing, and sheeting.
   7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete."

D. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete."

E. Backfill voids with satisfactory soil while removing shoring and bracing.

F. Initial Backfill:
   1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
      a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
   2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.

G. Final Backfill:
   1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

H. Warning Tape: Install warning tape directly above utilities 12 inches below finished grade except 6 inches below subgrade under pavements and slabs.

3.13 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:
   1. Under grass and planted areas, use satisfactory soil material.
   2. Under walks and pavements, use satisfactory soil material.
   3. Under steps and ramps, use engineered fill.
   4. Under building slabs, use engineered fill.
   5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
   1. Turf or Unpaved Areas: Plus or minus 1 inch.
   2. Walks: Plus or minus 1 inch.
   3. Pavements: Plus or minus 1/2-inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2-inch when tested with a 10-foot straightedge.

3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
   1. Place base course material over subbase course under hot-mix asphalt pavement.
   2. Shape subbase course and base course to required crown elevations and cross-slope grades.
   3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
   4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness with no compacted layer more than 6 inches thick or less than 3 inches thick.

C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.18 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed Work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least 1 test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

D. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2,000 sq. ft. or less of paved area or building slab but in no case fewer than 3 tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for every 100 feet or less of wall length but no fewer than 2 tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for every 150 feet or less of trench length but no fewer than 2 tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.19 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 22 13 - ROUGH GRADING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating topsoil.
   2. Excavating subsoil.
   3. Cutting, grading, filling, rough contouring, and compacting site for site structures and building pads.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 10 00 "Site Clearing" for excavating topsoil.
   3. Section 31 23 23 "Fill" for general building area backfilling.

1.2 REFERENCES

A. ASTM International:
   1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
   2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3).
   3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3).
   5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
   7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
   8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures."
B. Samples: Submit, in air-tight containers, 10-pound sample of each type of fill to testing laboratory.
C. Materials Source: Submit name of imported materials suppliers.
D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 SUSTAINABLE DESIGN SUBMITTALS

A. Manufacturer's Certificate: Certify products meet or exceed specified sustainable design requirements.

1.5 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements" for requirements for submittals.
B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ASTM C136, ASTM D2419, and ASTM D2434.
B. Perform Work in accordance with Highways standard.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil: Type S3 as specified in Section 31 05 13 "Soils for Earthwork."
B. Subsoil Fill: Type as specified in Section 31 05 13 "Soils for Earthwork."
C. Structural Fill: Type as specified in Section 31 05 13 "Soils for Earthwork."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements" for verification of existing conditions before starting work.
B. Verify survey benchmark and intended elevations for Work are as indicated on Drawings.

3.2 PREPARATION

A. Call Local Utility Line Information service not less than 3 working days before performing Work.
    1. Request underground utilities to be located and marked within and surrounding construction areas.
B. Identify required lines, levels, contours, and datum.
C. Notify utility company to remove and relocate utilities.
D. Protect utilities indicated to remain from damage.

E. Protect plant life, lawns, rock outcropping, and other features remaining as portion of final landscaping.
F. Protect bench marks, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 SUBSOIL EXCAVATION

A. Excavate subsoil from areas to be further excavated, relandscaped, or regraded.
B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
C. When excavating through roots, perform Work by hand and cut roots with sharp axe.
D. Remove excess subsoil not intended for reuse from site.
E. Stockpile subsoil in area designated on site to depth not exceeding 8 feet and protect from erosion.
F. Benching Slopes: Horizontally bench existing slopes greater than 1:4 to key placed fill material to slope to provide firm bearing.
G. Stability: Replace damaged or displaced subsoil as specified for fill.

3.4 FILLING

A. Fill areas to contours and elevations with unfrozen materials.
B. Install Work in accordance with Highways standards**.**

3.5 TOLERANCES

A. Section 01 40 00 "Quality Requirements" for tolerances.
B. Top Surface of Subgrade: Plus or minus 1/10-foot from required elevation.

3.6 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements" for field inspecting, testing, adjusting, and balancing.
B. Perform laboratory material tests in accordance with ASTM D1557.
C. Perform in place compaction tests in accordance with the following:
    1. Density Tests: ASTM D2922.
    2. Moisture Tests: ASTM D3017.
D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
    1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2,000 square feet or less of paved area or building slab, but in no case fewer than three tests.
    2. Foundation Walk Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
    3. Trench Backfill: At each compacted initial and final backfill layer, at least one tesst for every 150 feet or less of trench length but no fewer than two tests.

END OF SECTION

SECTION 31 23 23 - FILL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Backfilling building perimeter to subgrade elevations.
   2. Backfilling site structures to subgrade elevations.
   3. Fill under slabs on grade.
   4. Fill under paving.
   5. Fill for over-excavation.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 "Cast-in-Place Concrete" for concrete materials.
   3. Section 31 22 13 "Rough Grading" for Site filling.

1.2 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg Rammer and a 457-mm Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3).
   2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
   3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3).
   4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   5. ASTM D6031 - Standard Test Method for Logging In Situ Moisture Content and Density of Soil and Rock by the Nuclear Method in Horizontal, Slanted, and Vertical Access Tubes.
   6. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements" for installation examination.

B. Verify that subdrainage, dampproofing, and waterproofing installations have been inspected.

C. Verify that underground tanks are anchored to their own foundations to avoid flotation after backfilling.

D. Verify structural integrity of unsupported walls to support loads imposed by fill.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements" for installation preparation.
B. Compact subgrade to specified density requirements for subsequent backfill materials.
C. Soft Subgrade:
   1. Cut out soft areas of subgrade not capable of compaction in place.
   2. Backfill with structural fill and compact to density equal to or greater than specified requirements for subsequent fill material.
D. Scarify subgrade surface to depth of 6 inches.

3.3 BACKFILLING

A. Backfill areas to contours and elevations.
B. Systematically backfill to allow maximum time for natural settlement.
C. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces and do not backfill with frozen materials.
D. Place fill material in continuous layers and compact.
E. Use placement method that does not disturb or damage utilities in trench.
F. Maintain optimum moisture content of fill materials to attain required compaction density.
G. Structures:
   1. Backfill against supported foundation walls.
   2. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
   3. Slope grade away from building minimum 2 percent slope for minimum distance of 10 feet.
H. Make gradual grade changes and blend slope into level areas.
I. Remove surplus backfill materials from Site.
J. Leave fill material stockpile areas free of excess fill materials.

3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements" for tolerances.
B. Top Surface of Backfilling within Building Areas: Plus or minus 1 inch from required elevations.
C. Top Surface of Backfilling under Paved Areas: Plus or minus 1 inch from required elevations.
D. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.5 PROTECTION

A. Section 01 70 00 "Execution and Closeout Requirements" for protecting finished Work.
B. Reshape and recompact fills subjected to vehicular traffic during construction.

END OF SECTION

SECTION 32 11 23 - AGGREGATE BASE COURSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Aggregate subbase.
   2. Aggregate base course.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 22 13 "Rough Grading" for preparation of site for base course.
   3. Section 32 05 16 "Aggregates for Exterior Improvements."
   4. Section 32 12 16 "Asphalt Paving:" Finish asphalt courses.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.

B. ASTM International:
   1. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   2. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   3. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   4. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.
   5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures."

B. Product Data:
   1. Submit data for geotextile fabric and herbicide.

C. Samples: Submit, in air-tight containers, 10-pound sample of each type of aggregate fill to testing laboratory.

D. Materials Source: Submit name of aggregate materials suppliers.

E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work.

B. Perform Work according to State of Texas Highways standards.

C. Maintain 1 copy of each document on site.

PART 2 - PRODUCTS

2.1 AGGREGATE MATERIALS

A. Conform with requirementss of Type A, Grades 1 or 2, Item 247 of the TxDOT Standard Specifications for Construction of Highways, Street, and Bridges.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements" for verification of existing conditions before starting Work.
B. Verify compacted substrate is dry.
   1. Proof roll substrate with in minimum 3 perpendicular passes to identify soft spots.
   2. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23 "Fill."
C. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

A. Spread aggregate over prepared substrate to total compacted thickness indicated on Drawings.
B. Roller compact aggregate to 95 percent maximum density.
C. Level and contour surfaces to elevations, profiles, and gradients indicated.
D. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.
E. Maintain optimum moisture content of fill materials to attain specified compaction density.
F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements" for tolerances.
B. Maximum Variation From Flat Surface: 1/2-inch measured with 10-foot straight edge.
C. Maximum Variation From Thickness: 1/4-inch.
D. Maximum Variation From Elevation: 1/2-inch.

3.5 FIELD QUALITY CONTROL

A. Section 01 70 00 "Execution and Closeout Requirements" for field inspecting, testing, adjusting, and balancing.
B. Compaction testing will be performed according to ASTM D1557.

C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

D. Frequency of Tests: One test for every 1,000 square yards of each layer compacted aggregate.

3.6 COMPACTION

A. Compact materials to 98 percent of maximum density as determined from test strip, according to ASTM D2940.

END OF SECTION

SECTION 32 12 16 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Asphalt materials.
   2. Aggregate materials.
   3. Aggregate subbase.
   4. Asphalt paving base course, binder course, and wearing course.
   5. Asphalt paving overlay for existing paving.
   6. Surface slurry.

B. Related Requirement:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 22 13 "Rough Grading" for preparation of site for paving.
   3. Section 32 11 23 "Aggregate Base Courses" for compacted subbase for paving.

1.2 REFERENCE STANDARDS

A. AASHTO M17 - Standard Specification for Mineral Filler for Bituminous Paving Mixtures.
B. AASHTO M29 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
C. AASHTO M140 - Standard Specification for Emulsified Asphalt.
D. AASHTO M208 - Standard Specification for Cationic Emulsified Asphalt.
E. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
F. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.
G. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
H. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.
I. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot- Mix Types.
J. AI MS-19 - Basic Asphalt Emulsion Manual.
K. AI SP-2 - Superpave Mix Design.
L. ASTM C1371-2004a - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
M. ASTM C1549-16 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
N. ASTM D242 - Standard Specification for Mineral Filler For Bituminous Paving Mixtures.
O. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
P. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction.
Q. ASTM D977 - Standard Specification for Emulsified Asphalt.
R. ASTM D1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.

S. ASTM D1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
T. ASTM D2027 - Standard Specification for Cutback Asphalt (Medium-Curing Type).
U. ASTM D2397 - Standard Specification for Cationic Emulsified Asphalt.
V. ASTM D2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
W. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.
X. ASTM D3381 - Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
Y. ASTM D3515 - Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
Z. ASTM D3549 - Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
AA. ASTM D3910 - Standard Practices for Design, Testing, and Construction of Slurry Seal.
BB. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
CC. ASTM E408-2019 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
DD. ASTM E903-2012 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
EE. ASTM E1918-2016 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
FF. ASTM E1980-2019 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
GG. Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 edition.

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures."
B. Product Data:
   1. Submit product information for asphalt and aggregate materials.
   2. Submit mix design with laboratory test results supporting design.
C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Mixing Plant: Conform to State of Texas Highways standard.

1.5 QUALIFICATIONS

A. Installer: Company specializing in performing Work of this Section with minimum 5 years' documented experience.

1.6 AMBIENT CONDITIONS

A. Section 01 50 00 "Temporary Facilities and Controls" for ambient conditions control facilities for product storage and installation.
B. Do not place asphalt mixture between November 1 and March 1.

C. Do not place asphalt mixture when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.
D. Place asphalt mixture when temperature is not more than 15 degrees F less than initial mixing temperature.

PART 2 - PRODUCTS

2.1 ASPHALT PAVING

A. Performance / Design Criteria:
   1. Paving: Design for movement of trucks up to 30,000 pounds.
B. Asphalt Materials:
   1. Asphalt Binder: In accordance with State of Texas Highways standards.
   2. Primer: ASTM D2027, MC-70; medium curing, cutback asphalt. In accordance with State of Texas Highways standards.
   3. Tack Coat: In accordance with State of Texas Highways standards.
   4. Reclaimed Asphalt Pavement (RAP): Processed material obtained by milling or full depth removal of existing asphalt paving.
   5. Oil: In accordance with Municipality of Highways standards.
C. Aggregate Materials:
   1. Coarse Aggregate: In accordance with State of TexasHighways standards.
   2. Fine Aggregate: ASTM D1073; natural sand or sand manufactured from stone, gravel, or blast furnace slag.
D. Aggregate Subbase: Specified in Section 32 11 23 "Aggregate Base Courses."

2.2 MIXES

A. Use dry material to avoid foaming. Mix uniformly.
B. Asphalt Paving Mixtures: Designed in accordance with State of Texas Highways standards with maximum 5 percent by weight reclaimed asphalt pavement.
   1. Base Course: Type A, Grades 1 or 2 of Item 247 of the TxDOT Standard Specifications for Construction of Highways, Street, and Bridges..
   2. Surface Course.

2.3 ACCESSORIES

A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.
B. Sealant: ASTM D6690, Type I; hot applied type.

2.4 SOURCE QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements" for testing, inspection and analysis requirements.
B. Submit proposed mix design of each class of mix for review prior to beginning of Work.
C. Test samples in accordance with AI MS-2.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.
C. Verify compacted subgrade subbase is dry.
   1. Proof roll subbase with in minimum 2 perpendicular passes to identify soft spots.
   2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23 "Fill."
D. Verify gradients and elevations of base are correct.

3.2 PREPARATION

A. Prepare subbase in accordance with State of Texas Highways standards. TxDOT Standard Specifications of Construction of Highways, Streets, and Bridges.

3.3 INSTALLATION

A. Subbase:
   1. Aggregate Subbase: Install as specified in Section 32 11 23 "Aggregate Base Courses."
   2. Prepare subbase in accordance with State of Texas Highways standards.
B. Primer:
   1. Apply primer in accordance with AI MS-2. State of Texas Highways standards.
C. Tack Coat:
   1. Apply tack coat in accordance with AI State oof Texas Highways standards.
D. Single Course Asphalt Paving:
   1. Install Work in accordance with State of Texas Highways standards.
   2. Place asphalt within 24 hours of applying primer or tack coat.
   3. Place asphalt wearing course to thickness indicated on Drawings.
   4. Compact paving by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
   5. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.
E. Double Course Asphalt Paving:
   1. Place asphalt binder course within 24 hours of applying primer or tack coat.
   2. Place binder course to thickness indicated on Drawings**.**
   3. Place wearing course within 24 hours of placing and compacting binder course. When binder course is placed more than 24 hours before placing wearing course, clean surface and apply tack coat before placing wearing course.
   4. Place wearing course to thickness indicated on Drawings.
   5. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
   6. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

F. Surface Slurry:
   1. Install uniform thickness surface slurry over existing paving in accordance with ASTM D3910.
G. Allow slurry to cure.
   1. Roll paving to achieve uniform surface.

3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements."
B. Flatness: Maximum variation of 1/4-inch measured with 10-foot straight edge.
C. Scheduled Compacted Thickness: Within 1/4-inch.
D. Variation from Indicated Elevation: Within 1/2-inch.

3.5 FIELD QUALITY CONTROL

A. Take samples and perform tests including mat density tests in accordance with State of TexasHighways standards.
B. Asphalt Paving Mix Temperature: Measure temperature at time of placement.
C. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1,000 square yards compacted paving.
D. Asphalt Paving Density: ASTM D1188 or ASTM D2726; test 1 core sample from every 1,000 square yards compacted paving.

3.6 PROTECTION

A. Section 01 70 00 "Execution and Closeout Requirements" for protecting finished Work.
B. Immediately after placement, protect paving from mechanical injury for 8 hours or until surface temperature is less than 140 degrees F.

END OF SECTION

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes concrete pavement, curb and gutter.
B. Section Applies:
   1. Where Contractor elects to remove, or required to remove, and replace concrete pavement, curb and gutter, driveway (alleys), and sidewalks.
   2. For repair or replacing facilities otherwise damaged by Contractor operations.
C. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 "Cast-in-Place Concrete."
   3. Section 32 12 16 "Asphalt Paving."

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.
B. TxDOT: Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" 2014.
C. DMS: TxDOT Department of Material Specifications.

1.3 SUBMITTALS

A. Submit product data per Section 01 33 00 "Submittal Procedures."
B. Product Data: For each type of manufactured material and product indicated.
C. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments. Design shall indicate target unit weight of mix. Mix design shall not be in excess of 30 days old without Engineer approval.
D. Design mix submittals shall include:
   1. Fine aggregate gradation.
   2. Course aggregate gradation.
   3. Loss from five-cycle magnesium sulfate or sodium sulfate test on all aggregate.
   4. Cement content.
   5. Fly ash content.
   6. Water content.
   7. All admixtures.
   8. Maximum slump.
   9. Percent air entrainment.
   10. Seven-day flexural strength.
   11. Seven-day compressive strength.
   12. 28-day compressive strength.

E. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on flexural and comprehensive testing of current materials:
   1. Cementitious materials and aggregates.
   2. Steel reinforcement and reinforcement accessories.
   3. Fiber reinforcement.
   4. Admixtures.
   5. Curing compounds.
   6. Applied finish materials.
   7. Bonding agent or adhesive.
   8. Joint fillers.

F. Paving and Quality Control Plan (PQCP): Submit a PQCP for approval before beginning pavement construction operations. Include details of all operations in concrete paving process, including longitudinal construction joint layout, sequencing, curing, lighting, early opening, leave-outs, sawing, inspection, testing, construction methods, other details and description of all equipment. List certified personnel performing testing. Submit revisions to PQCP for approval.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Experienced installer who completed pavement work similar in material, design, and extent to that indicated for Project and whose work resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C94 requirements for production facilities and equipment.
   1. Manufacturer must be certified per National Ready-Mix Concrete Association's Plant Certification Program.
   2. Inspection report signed and sealed by a licensed Professional Engineer showing concrete measuring, mixing, and delivery equipment meets all requirements of ASTM C94. New certification or signed/sealed report required every time plant is moved. Provide copy of certification or signed/sealed inspection report to Engineer.
   3. When equipment or facilities fail to meet specification requirements, remove from service until corrected.

C. Testing Agency Qualifications: Independent testing agency, acceptable to authorities having jurisdiction.

D. Source Limitations: Obtain each type or class of cementitious material of same brand from same manufacturer's plant and each aggregate from one source. For changes in material, brand, source, or chemical admixtures, reevaluate mix as a new mix design.

E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by Contract Document requirements. Refer to Section 03 30 00 "Cast-In-Place Concrete," for additional codes and standards.

F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and design concrete mixes.

1.5 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities and emergency services.

PART 2 - PRODUCTS

2.1 FORMS

A. Pavement Forms: Provide metal side forms of sufficient cross section, strength and rigidity to support paving equipment and resist impact and vibration of operation without visible springing or settlement. Use forms free from kinks, bonds, or warps that affect ride quality or alignment.
   1. Use flexible or curved forms for curves of a radius 100 feet or less.
   2. Forms should be no less than 10 feet in length.

2.2 PLACING, CONSOLIDATING, AND FINISHING EQUIPMENT

A. Provide approved self-propelled paving equipment to uniformly distribute concrete with minimal segregation and provide a smooth machine-finished consolidated concrete pavement conforming to plan line and grade. Provide approved automatic grade control system on slip-forming equipment. Provide approved mechanically-operated finishing floats to produce a uniformly-smooth pavement surface. Provide equipment to provide fine, light-water fog mist.

B. Provide mechanically-operated vibratory equipment to adequately consolidate concrete. Provide immersion vibrators on paving equipment at sufficiently close intervals to provide uniform vibration and consolidation of concrete over entire width and depth of pavement per manufacturer recommendations. Provide immersion vibrator units to operate at least 8,000 cycles per minute frequency in air. Provide enough hand-operated immersion vibrators for timely and proper consolidation of concrete along forms, at joints, and areas not covered by other vibratory equipment. Surface vibrators may be used to supplement equipment-mounted immersion vibrators. Provide tachometers to verify proper operation of all vibrators.

C. For small/irregular areas or when approved, paving equipment described herein not required.

2.3 REINFORCING STEEL INSERTING EQUIPMENT

A. Inserting equipment may not be used in place of two-piece tie bars or drilled and epoxy bars.

2.4 TEXTURING EQUIPMENT

A. Carpet Drag. Provide carpet drag mounted on Work bridge or moveable support system. Provide single piece of carpet of sufficient transverse length to span full width of pavement placed and adjustable so a sufficient longitudinal length of carpet is in contact with concrete placed to produce desired texture. Obtain approval to vary length and width of carpet to accommodate specific applications. Use artificial grass-type carpet with molded polyethylene pile face with a 5/8- to 1-inch blade length, minimum 70-ounce-per-square-yard weight, and strong, durable, rot-resistant backing material bonded to facing.

B. Tining Equipment. Provide self-propelled transverse metal tine device equipped with 4- to 6-inch steel tines and with cross-section approximately 1/32-inch thick by 1/12-inch wide, spaced at 1 inch center-to-center. Only use hand-operated tining equipment to produce equivalent texture on small or irregularly-shaped areas or, when permitted, in emergencies due to equipment breakdown.

2.5 CURING EQUIPMENT

A. Provide self-propelled machine for applying membrane curing compound using mechanically-pressurized spraying equipment with atomizing nozzles. Provide equipment and controls to maintain required uniform rate of application over entire paving area. Provide curing equipment independent of all other equipment when production rates are so the first application of membrane curing compound cannot be accomplished immediately after texturing and after free moisture disappears. Only use hand-operated pressurized spraying equipment with atomizing nozzles on small or irregular areas or, when permitted, in emergencies due to equipment breakdown.

2.6 SAWING EQUIPMENT

A. Provide power-driven concrete saws to saw joints shown on Plans. Provide standby power-driven concrete saws during concrete sawing operations. Provide adequate illumination for nighttime sawing.

2.7 GRINDING EQUIPMENT

A. When required, provide self-propelled powered grinding equipment specifically designed to smooth and texture concrete pavement using circular diamond blades. Provide equipment with automatic grade control to grind at least a 3-foot-width longitudinally in each pass without damaging concrete.

2.8 TESTING EQUIPMENT

A. Provide testing equipment regardless of job-control testing responsibilities per TxDOT Item 421, "Hydraulic Cement Concrete," unless otherwise shown in Plans or specified.

2.9 CORING EQUIPMENT

A. When required, provide coring equipment to extract cores per requirements of Tex-424-A.

2.10 MISCELLANEOUS EQUIPMENT

A. Furnish both 10- and 15-foot steel or magnesium long-handled standard straightedges. Furnish enough Work bridges, long enough to span pavement, for finishing and inspection operations. Furnish date stencils to impress pavement placement dates into fresh concrete, with numerals approximately 2 inches high by 1 inch wide by 1/4-inch deep.

2.11 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A185, fabricated from as-drawn steel wire into flat sheets, shall be 6- by 6-inch, 10-gauge welded wire fabric, or as shown on Plans.
B. Reinforcement Bars: ASTM A615, Grade 60, deformed.

C. Joint Dowel Bars: Plain steel bars, ASTM A615, Grade 60. Cut bars true to length with ends square and free of burrs.
D. Tie Bars: ASTM A615, Grade 60, deformed.
E. Hook Bolts: ASTM A307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and permit removal without damage to concrete or hook bolt.
F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded-wire fabric, and dowels in place. Manufacture bar supports per CRSI "Manual of Standard Practice," from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and:
    1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
    2. Space reinforcing supports at 5-foot maximum in any direction.
    3. Place vertical reinforcement supports drilled into sub-base material to prevent horizontal movement of reinforcing steel.

2.12 CONCRETE MATERIALS

A. Use same brand and type of cementitious material from same manufacturer throughout Project.
B. Portland Cement: ASTM C150, Types I, II, or III or ASTM G176 IA, IIA, or IIIA for air entrained. Fly ash may be substituted at up to a 30 percent rate by absolute volume of cement. Portland cement concrete should have minimum seven-day compressive strength of 3,500 psi or minimum 28-day compressive strength of 4,400 psi. Concrete material should comply with TXDOT Standard Specifications 2014, Item 360.
C. Aggregate: ASTM C33, uniformly graded, from a single source, as follows:
    1. Class: 4M.
    2. Maximum Aggregate Size: 1-1/2 inches nominal.
    3. Coarse aggregate for Class C or D concrete shall be crushed limestone (Brownwood type or equivalent). Aggregate shall be graded fine-to-coarse and conform to ASTM C136. Gradation for aggregate shall meet these requirements by weight:

FINE AGGREGATE		COARSE AGGREGATE	
Sieve	Percent Passing	Sieve	Percent Passing
3/8-inch	100	2 inch	100
No. 4	95-100	1-1/2 Inch	100
No. 8	80-100		
No. 16	50-85	3/4-inch	35-70
No. 30	25-60	3/8-inch	10-30
No. 50[1]	5-30	No. 4	0-5
No. 100	0-10		
No. 200[2]	0-3		

[1] Range is 6-35 when sand equivalent volume is greater than 85.
[2] Range is 0-6 for manufactured sand.

    a. Maximum amounts of organic impurities shall conform to ASTM C40 and C87. Maximum amounts of impurities finer than #200 sieve shall conform to ASTM C117. Maximum amounts of soft particles shall conform to ASTM C123. Maximum amounts of friable particles shall conform to ASTM C142.
    b. Fine aggregate shall have sand equivalent at least 80 per Tex-203-F. Provide fine aggregate with fineness modules 2.3 - 3.1 per ASTM C33.

c. Protect stockpiles from dusty conditions by drift fences or other methods approved by Engineer. Stockpiling methods used shall not allow aggregate to roll down slope as added to existing stockpiles. Build stockpiles in layers of uniform thickness. Equipment not permitted to operate over same lift repeatedly.

4. Coarse aggregate shall have maximum 18 percent loss when subjected to five cycles of magnesium sulfate soundness test or maximum 12 percent loss when subjected to five cycles of a sodium sulfate soundness test (ASTM C88).
5. Percentage of wear shall be no more than 40 when tested per ASTM C131 or C535.
6. Aggregates delivered to mixer shall consist of crushed stone, crushed gravel, or natural sand. Crushing shall result in a product where coarse aggregate shall have at least 95 percent by weight of particles with one or more fractured faces and 75 percent by weight of particles with two or more fractured faces. Aggregate shall be composed of sound, tough, durable particles and meet requirements for deleterious substances given in ASTM C33. Aggregate in any size group shall not contain more than 8 percent by weight of flat or elongated pieces. A flat or elongated particle has a ratio between maximum and minimum dimensions of circumscribing rectangular prism exceeding 3 to 1.

D. Water: ASTM C94.

2.13 ADMIXTURES

A. Admixtures certified by manufacturer to contain no more than 0.1 percent water-soluble chloride ions by mass of cement and compatible with other admixtures.
B. Air-Entraining Admixture: ASTM C260. Certified by manufacturer compatible with other required admixtures.
C. Water-Reducing Admixture: ASTM C494, Type A.
D. High-Range, Water-Reducing Admixture: ASTM C494, Types F or G.
E. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.
F. Water-Reducing and Retarding Admixture: ASTM C494, Type D.

2.14 FIBER REINFORCEMENT

A. Only use fiber reinforcement in place of wire mesh if approved by Engineer and Owner.
B. Fiber reinforcement shall be 100 percent virgin polypropylene, collated, fibrillated fibers, made for use as concrete reinforcement, containing no reprocessed olefin materials, and conforming to ASTM C1116, Type III.
C. Specific gravity: .91.
D. Tensile Strength: 70,000 - 100,000 psi.
E. Length: 2 inches.

2.15 CURING COMPOUND

A. Liquid-type membrane-forming curing compound with white pigment complying with ASTM C309, Type 2, Class A. Moisture loss not more than 1.0 pound per square yard when applied at 200 square feet per gallon.

2.16 EPOXY

A. Provide Type III epoxy per DMS-6100, "Epoxies and Adhesives," for installing all drilled-in reinforcing steel.

2.17 EVAPORATION RETARDANT

A. Provide evaporation retardant per DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

2.18 JOINT SEALANTS AND FILLERS

A. Provide Class 5 or 8 joint-sealant materials and fillers unless otherwise shown on Plans or approved and other sealant materials of size, shape, and type shown on Plans per DMS-6310, "Joint Sealants and Fillers."

2.19 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.
B. Texture Surface for Ramps
   1. Meet requirements of Texas Accessibility Standards.
   2. Concrete paver units shall meet all requirements of ASTM C936 and C33 and laid in a two by two-unit basket-weave pattern.
   3. Color as selected by Owner but a contrasting color with adjacent surfaces.
   4. Durabak with Safti-Traxx Detacable Warning System by Cote-L Distribution Company, or approved equal.
   5. Owner may modify texture surface requirements for ramps by Owner any time to comply with Texas Accessibility Standards. No additional compensation made for such modification.
C. Bonding Agent: Polyvinyl acetate or acrylic base.
D. Sand Cushion: Clean, manufactured, or natural sand with plasticity index of eight or less.

2.20 CONCRETE MIXES

A. Prepare design mixes, proportioned per ACI 301, for each type and strength of normal-weight concrete determined by laboratory trial mixes or field experience.
B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for trial batch method. Do not use Owner's field quality-control testing agency as independent testing agency.
C. Classification. The following classes of concrete shall be used:
D. Proportion mixes to provide concrete with water-cementitious materials ratio noted.
E. Mix Design:
   1. At least 15 days before beginning any concrete pavement construction, Contractor shall submit the following to Engineer for approval:
      a. Test certificates from approved commercial testing laboratory on all proposed aggregate. Certificates shall indicate material source, gradation, and loss from five-cycle magnesium sulfate soundness test (not to exceed 18 percent) or loss from five cycles of sodium sulfate soundness test (not to exceed 12 percent).
      b. Mix design based on water-cement ratio.
      c. Results of flexural and compression tests per ASTM C39 and/or flexural tests per ASTM C78, made by approved commercial testing laboratory. Tests shall be made on six cylinders/beams at curing times appropriate to concrete class.

2. Engineer will approve/reject mix design and materials based on submittals. This approval is subject to additional testing during construction. Mix designs for various classes of concrete shall conform to:

Class	Maximum Water/Cement Ratio	Maximum Slump Inches
A	.60	4
B	.60	3
C (slip formed)	.45	3
COC (formed)	.45	6
E	.45	as specified by concrete batch plant

3. Strength Requirements: Test at least three sets of design strength specimens with two specimens per set. Various classes of concrete shall conform to the following strengths in psi as determined by average of two test cylinders and beams:

		COMPRESSIVE		FLEXURAL	
Class	3-Day	7-Day	28-Day	7-Day	28-Day
A		2,100	3,000	425	
B	2,500	3,000	-	280	
C		3,500	4,400	750	680
D		-		-	
E	2,600 (24-hr)	Unless otherwise specified		400 (24-hr)	

F. Properties
1. Air Entrainment: 4 percent ASTM C260. If air content is more than 1 percentage points below/above required air, reject load of concrete.
2. Synthetic Fiber: Use manufacturer-recommended rate, but not less than 1.0 pound per cubic yard (where applicable).
3. Fly Ash: Not more than 30 percent by absolute volume of cement.

2.21 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements, ASTM C94, and C1116 when synthetic fibers involved.
1. When air temperature is 85-90 degrees F, reduce mixing and delivery time from 90 to 75 minutes. When air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.
2. Mixing and delivery time starts at time of batching.

B. Project-Site Mixing: Comply with requirements and measure, batch, and mix concrete materials and concrete per ASTM C94. Mix concrete materials as appropriate and approved by Engineer.
1. For mixers of 1 cubic yard or smaller capacity, continue mixing at least 1.5 but not more than 5 minutes after ingredients are in mixer, before releasing any part of batch.
2. For mixers of capacity larger than 1 cubic yard, increase mixing time by 15 seconds for each additional 1 cubic yard.

3. Provide batch ticket for each batch discharged and used in Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Batch ticket shall also indicate batching operation variances per ACI 304R.
    a. Cement and supplementary cementitious material within ±1 percent of desired weight.
    b. Aggregates measured within ±2 percent of desired weight (±1 percent when cumulative weight is taken).
    c. Allowable water adjusted for free moisture in aggregates.
    d. Admixtures discharged separately within a volumetric tolerance of ±3 percent using a method that does not allow concentrated admixtures to contact each other.
4. When using non-agitating equipment for transporting concrete, provide equipment with smooth, mortar-tight metal containers equipped with gates that prevent accidental discharge of concrete.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 PLACING AND REMOVING FORMS

A. Use clean and oiled forms. Secure forms on base or firm subgrade accurately graded providing stable support without deflection and movement by form-riding equipment. Pin every form at least at middle and near each end. Tightly join and key form sections together to prevent relative displacement.

B. Set side forms far enough in advance of concrete placement to permit inspection. Check conformity of grade, alignment, and stability of forms immediately before placing concrete. Make all necessary corrections. Use a straightedge or other approved method to test top of forms to ensure ride quality requirements for completed pavement is met. Stop paving operations if forms settle or deflect more than 1/8-inch under finishing operations. Reset forms to line and grade and refinish concrete surface to correct grade.

C. Avoid damage to edge of pavement when removing forms. Repair damage resulting from form removal and honeycombed areas with mortar mix within 24 hours after form removal, unless otherwise approved. Clean joint face and repair honeycombed or damaged areas within 24 hours after bulkhead for transverse construction joint removed, unless otherwise approved. When forms are removed before 72 hours after concrete placement, promptly apply membrane curing compound to edge of concrete pavement.

D. Forms not the same depth as pavement but within 2 inches of depth are permitted if subbase is trenched or full width and length of form base supported with firm material to produce required pavement thickness. Promptly repair form trench after use. Use flexible/curved wood or metal forms for curves of 100-foot radius or less.

3.3 STEEL REINFORCEMENT

A. Comply with CRSI "Manual of Standard Practice" for fabricating reinforcement and recommendations in CRSI "Placing Reinforcing Bars" for placing and supporting reinforcement.
B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

A. Reinforcing Steel and Joint Assemblies: Accurately place and secure in position all reinforcing steel as shown on Plans. Place dowels at mid-depth of pavement slab, parallel to surface. Place dowels for transverse contraction joints parallel to pavement edge. Tolerances for location and alignment of dowels shown on Plans. Stagger longitudinal reinforcement splices to avoid more than one-third of splices within a 2-foot longitudinal length of each lane of pavement. Use multiple-piece tie bars or drill and epoxy grout tie bars at longitudinal construction joints. Verify tie bars drilled and epoxied into concrete at longitudinal construction joints develop a pullout resistance equal to minimum three quarters of yield strength of steel after 7 days. Test fifteen bars using ASTM E488, except alternate approved equipment may be used. All fifteen tested bars must meet required pullout strength. If any test results do not meet required minimum pullout strength, perform corrective measures to provide equivalent pullout resistance. Repair damage from testing. Acceptable corrective measures include but not limited to installation of additional or longer tie bars.
B. Construct isolation, contraction, construction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

C. Construction Joints: Set at side and end terminations of pavement and where pavement operations are stopped more than 0.5 hour, unless pavement terminates at isolation joints.
    1. Continue reinforcement across construction joints but do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
    2. Provide tie bars at sides of pavement strips where indicated.
    3. Use bonding agent where fresh concrete is placed against hardened or partially-hardened concrete surfaces.
D. Isolation Joints: Form of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
    1. Extend joint fillers full width and depth of joint.
    2. Terminate joint filler less than 1/2- or more than 1 inch below finished surface if joint sealant indicated.
    3. Place top of joint filler flush with finished concrete surface if joint sealant not indicated.

4. Furnish joint fillers in one-piece lengths. Where more than one length required, lace or clip joint-filler sections together.
5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete is placed on both sides of joint.

3.5 CONCRETE DELIVERY

A. Clean delivery equipment as necessary to prevent accumulation of old concrete before loading fresh concrete. Use agitated delivery equipment for concrete designed with a slump more than 5 inches. Segregated concrete is subject to rejection. Place agitated concrete within 60 minutes after batching. Place non-agitated concrete within 45 minutes after batching. In hot weather or under conditions causing quick setting concrete, times may be reduced by Engineer. Time limitations may be extended if Contractor can demonstrate concrete can be properly placed, consolidated, and finished without additional water.

3.6 CONCRETE PLACEMENT

A. For all roadway lane pavement, construct pavement with approved slip-form paving machine designed to spread, consolidate, screed, and float-finish freshly-placed concrete in one complete pass of machine so dense and homogeneous pavement is achieved with minimal hand finishing. Paver-finisher shall be heavy duty, self-propelled machine designed specifically for paving and finishing high-quality concrete pavements. Individual placement areas of less than 500 square yards, or irregular areas where inaccessible to slip-form paving equipment, place cement concrete pavement with approved placement and finishing equipment utilizing stationary side forms. Only utilize hand screeding and float finishing on small irregular areas as allowed by Engineer.

B. Concrete Placement: Do not allow pavement edge to deviate from established paving line by more than 1/2-inch at any point. Place concrete as near as possible to final location, and minimize segregation and rehandling. Where hand spreading necessary, distribute concrete using shovels. Do not use rakes or vibrators to distribute concrete.
   1. Pavement: Consolidate all concrete by approved mechanical vibrators operated on front of paving equipment. Use immersion-type vibrators to simultaneously consolidate full width of placement when machine finishing. Keep vibrators from dislodging reinforcement. Use hand-operated vibrators to consolidate concrete in areas inaccessible to machine-mounted vibrators. Do not operate machine-mounted vibrators while paving equipment is stationary. Vibrator operations subject to review.

C. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results to meet/exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results not approved, remove and replace with formed concrete.

D. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement attains 85 percent of 28-day compressive strength.

E. Cold-Weather Placement: Comply with ACI 306.1. Protect concrete Work from physical damage or reduced strength caused by frost, freezing actions, or low temperatures.
   1. When air temperature falls to, or is expected to fall below, 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature not less than 50 nor more than 80 degrees F at point of placement.

2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

F. Hot-Weather Placement: Place concrete per recommendations in ACI 305R and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Chilled mixing water or chopped ice may be used to control temperature, if water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor option.
2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 CONCRETE FINISHING

A. Finish all concrete pavement with approved self-propelled equipment. Use power-driven spreaders, vibrators, and strike-off, screed, or approved alternate equipment. Use transverse finishing equipment to compact and strike off concrete to required section and grade without surface voids. Use float equipment for final finishing. Use concrete with a consistency to allow completion of all finishing operations without addition of water to surface. Use minimal amount of water fog mist necessary to maintain moist surface. Reduce fogging if float or straightedge operations result in excess slurry.
1. Finished Surface: As soon as concrete hardens sufficiently, test pavement surface in transverse direction with 16-foot straightedge or other specified device. Surface smoothness deviations shall not exceed 1/4-inch from 16-foot straightedge at any location, including placement along and spanning any pavement joint or edge.
a. Mark areas in slab showing high spots more than 1/4-inch but not exceeding 1/2-inch in 16 feet and immediately grind down with approved grinding machine to elevation that falls within tolerance of 1/4-inch or less. Where departure from correct cross section exceeds 1/2-inch, remove and replace pavement at expense of Contractor when Engineer directs.
2. Maintain Surface Moisture: Prevent surface drying of pavement before application of curing system. Accomplish by fog application of evaporation retardant on pavement surface. Apply evaporation retardant at manufacturer-recommended rate. Reapply evaporation retardant as needed to maintain concrete surface in a moist condition until curing system applied. Do not use evaporation retardant as finishing aid. Failure to take acceptable precautions to prevent surface drying of pavement is cause for shut down of pavement operations.
3. Surface Texturing: Perform using combination of carpet drag and metal tining. Complete final texturing before concrete attains initial set. Draw carpet drag longitudinally along pavement surface with carpet contact surface area adjusted to provide a satisfactory coarsely textured surface. Metal-tine texture finish required unless otherwise shown on Plans. Provide metal-tine finish immediately after concrete surface set enough for consistent tining. Operate metal-tine device to obtain grooves spaced at 1 inch, approximately 3/16-inch deep, minimum 1/8-inch depth, and approximately 1/12-inch wide. Do not overlap a previously-tined area. Use manual methods for achieving similar results on ramps and other irregular sections of pavements. Repair damage to edge of slab and joints immediately after texturing. Do not tine pavement to overlay.

a. Burlap Finish: For sidewalks, drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
b. Medium-to-Fine-Textured Broom Finish: For curb and gutter, draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
c. Medium-to-Coarse-Textured Broom Finish: For fillets, driveways, and alleys, provide coarse finish by striating float-finished concrete surface 1/16- to 1/8-inch deep with stiff-bristled broom, perpendicular to line of traffic. Tined Finish: For concrete pavement, perform surface texturing using a combination carpet drag and metal tining. Complete final texturing before concrete attains initial set. Draw carpet drag longitudinally along pavement surface with carpet contact surface area adjusted to provide a satisfactory coarsely-textured surface.

4. Small or Irregular Placements. Where machine placements and finishing concrete pavement not practical, use hand equipment and procedures to produce a consolidated and finished pavement section to line and grade.
5. Emergency Procedures. Use hand-operated equipment for applying texture, evaporation retardant, and cure in event of equipment breakdown.

3.8 CONCRETE PROTECTION AND CURING

A. Curing: Keep concrete pavement surface from drying by water fogging until curing material is applied. If forms removed during day of placement, apply curing compound to exposed areas. When placing concrete pavement, place curing compound on backside of curb. Maintain and promptly repair damage to curing materials on exposed surfaces of concrete pavement continuously at least three curing days unless specified otherwise. A curing day is a 24-hour period when temperature taken in shade away from artificial heat is above 50 degrees F at least 19 hours or surface temperature of concrete is maintained above 40 degrees F, 24 hours. Curing begins when concrete curing system is applied. Stop concrete paving if curing compound not applied promptly and maintained adequately.

B. Protect freshly-placed concrete from excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing. Submit for approval, proposed measures to protect concrete from anticipated freezing weather for first 72 hours after placement. Repair or replace all concrete damaged by freezing.

C. Evaporation Retarder: Apply to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2-pound per square foot by height before and during finishing operations. Apply per manufacturer-written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water disappears from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination:

1. Moisture Curing: Keep surfaces continuously moist no less than seven days with:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape. Curing Compound: After texturing and immediately after free surface moisture disappears, spray concrete surface uniformly with two coats of membrane-curing compound at individual application rate not more than 180 square feet per gallon. Apply first coat within 10 minutes after completing texturing operations. Apply second coat within 30 minutes after completing texturing operations. Before and during application, maintain curing compounds in uniformly-agitated condition, free of settlement. Do not thin or dilute curing compound. Where coating shows discontinuities, other defects, or rain falls on newly-coated surface before film dries enough to resist damage, apply additional compound at same rate of coverage to correct damage. Ensure curing compound coats sides of tining grooves.
3. Curing Class E Concrete: For all Class HES concrete pavement, provide membrane curing per Section 360.4.I.1, "Membrane Curing," followed promptly by moisture curing until opening strength achieved, but not less than 24 hours.

3.9 SAWING JOINTS

A. Saw joints to depth shown on Plans as soon as sawing accomplished without damage to pavement regardless of time of day or weather conditions. Once sawing commences, continue until completed. All such sawing must be completed within 12 hours of placement. Use chalk line, string line, sawing template, or other approved method to provide a true joint alignment. Provide enough saws to match paving production rate to ensure sawing completion at earliest possible time to avoid uncontrolled cracking. Reduce paving production if necessary to ensure timely sawing of joints. Promptly restore membrane cure damaged within first 72 hours of curing.

3.10 PROTECT PAVEMENT AND OPENING TO TRAFFIC

A. Testing for early opening is Contractor responsibility regardless of job-control testing responsibilities unless otherwise shown on Plans or directed. Testing result interpretation for opening to traffic is subject to Engineer approval.
1. Protect Pavement: Erect and maintain barricades and other standard and approved devices to exclude all vehicles and equipment from newly-placed pavement for periods specified. Before opening to traffic, protect pavement from damage due to crossings using approved methods. Where detour not readily available or economically feasible, occasional crossing of roadway with overweight equipment may be permitted for relocating equipment only, but not for hauling material. When occasional crossing of overweight equipment permitted, temporary matting or other approved methods may be required. Maintain adequate supply of sheeting or other material to cover and protect fresh concrete surface from weather damage. Apply as needed to protect pavement surface from weather.
2. Opening Pavement to All Traffic: Pavement 7 days old may be opened to all traffic. Before opening to traffic, clean pavement, place stable material against pavement edges, seal joints, and perform all other traffic safety-related Work.

3. Opening Pavement to Construction Equipment: Unless otherwise shown on Plans, concrete pavement may be opened early to concrete paving equipment and related delivery equipment after concrete is at least 48 hours old and opening strength is demonstrated per "Early Opening to All Traffic," before curing complete. Keep delivery equipment at least 2 feet from edge of concrete pavement. Keep tracks of paving equipment at least 1 foot from pavement edge. Protect textured surfaces from paving equipment. Restore damaged membrane curing as soon as possible. Repair pavement damaged by paving or delivery equipment before opening to all traffic.
4. Early Opening to All Traffic: Concrete pavement may be opened after curing is complete and concrete attains a flexural 450-psi strength or 2,800-psi compressive strength, except that pavement using Class HES concrete may be opened after 24 hours if specified strength achieved.
    a. Strength Testing: Test concrete specimens cured under same conditions as portion of pavement involved.
5. Emergency Opening to Traffic: Under emergency conditions, when pavement is at least 72 hours old, open pavement to traffic when directed in writing. Remove all obstructing materials, place stable material against pavement edges, and perform other Work involved in providing for safety of traffic as required for emergency opening.

3.11 PAVEMENT THICKNESS

A. Engineer will check thickness per Tex-423-A unless other methods shown on Plans. Engineer will perform one thickness test consisting of one reading at the approximate center of each lane every 500 feet or fraction thereof. Core where directed per Tex-424-A to verify deficiencies more than 0.2 inches from plan thickness and determine limits of deficiencies of more than 0.75 inches from plan thickness. Fill core holes using a concrete mixture and method approved by Engineer.
    1. Thickness Deficiencies Greater than 0.2-inch: When any depth test measured per Tex-423-A is deficient more than 0.2-inch from plan thickness, take one 4-inch diameter core at that location to verify measurement. If core is deficient more than 0.2 but not by more than 0.75-inch from plan thickness, take two additional cores from unit (as defined herein) at intervals at least 150 feet, locations selected by Engineer, and determine thickness of unit for payment purposes by average length of three cores. In calculations of average thickness of this unit of pavement, measure in excess of specified thickness more than 0.2-inch considered specified thickness +0.2 inches.
    2. Thickness Deficiencies Greater than 0.75-inch: If core is deficient more than 0.75, take additional cores at 10-foot intervals in each direction parallel to centerline to determine boundary of deficient area. Engineer will evaluate any area of pavement found deficient in thickness by more than 0.75-inch but not more than 1 inch. As directed, remove and replace deficient areas without additional compensation or retain deficient areas without compensation. Remove and replace any area of pavement found deficient in thickness by more than 1 inch without additional compensation.
    3. Pavement Units for Payment Adjustment: Limits for applying payment adjustment for deficient pavement thickness from 0.20-inch to not more than 0.75 inch, are 500 foot of pavement in each lane. Lane width as shown on typical sections and pavement design standards.

a. For greater than 0.75-inch deficient thickness, limits for applying zero payment or requiring removal defined by coring or equivalent nondestructive means as Engineer determines. Remaining portion of unit determined less than 0.75-inch deficient subject to payment adjustment based on average core thickness at each end of 10-foot interval investigation as Engineer determines.
b. Measure shoulders for thickness unless otherwise shown on Plans. Shoulders 6 feet wide or wider considered lanes. Shoulders less than 6 feet wide considered part of adjacent lane.
c. Limits for applying payment adjustment for deficient pavement thickness for ramps, widenings, acceleration and deceleration lanes, and other miscellaneous areas are 500 feet in length. Ares less than 500 feet in length will be individually evaluated for payment adjustment based on plan area.

4. Deficient Thickness Adjustment: Where average thickness of pavement is deficient in thickness more than 0.2-inch but not more than 0.75 inches, payment made using adjustment factor as specified in Table 2 applied to bid price for deficient area for each unit as defined herein.

Table 2 - DEFICIENT THICKNESS PRICE ADJUSTMENT FACTOR

Deficiency in Thickness Determined by Cores (in.)	Proportional Part of Contract Price Allowed (adjustment factor)
Not deficient	1.00
Over 0.00 through 0.20	1.00
Over 0.20 through 0.30	0.80
Over 0.30 through 0.40	0.72
Over 0.40 through 0.50	0.68
Over 50.0 through 0.75	0.57

3.12 PAVEMENT MARKINGS

A. Permanent pavement markings shall be reflectorized multipolymer applied per manufacturer recommendations including surface preparation.
B. Materials and installation for surface markings shall be per TxDOT Specifications.

3.13 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall sample materials, perform tests, and submit test reports during concrete placement. Contractor personnel performing testing must be ACI-certified or qualified by recognized equivalent written and performance testing program for tests performed. Sampling and testing for quality control include those specified herein.

B. Job-Control Testing: Unless otherwise shown on Plans, perform all fresh and hardened concrete job-control testing at specified frequency. Using a commercial laboratory is acceptable. Maintain all testing equipment calibrated per pertinent test methods. Make strength-testing equipment available to Engineer for verification testing. Provide Engineer the opportunity to witness all tests. Engineer may require retest if not given opportunity to witness. Furnish copy of all tests results to Engineer daily. Engineer will direct random job-control sampling and testing. Immediately investigate and take corrective action as approved if any Contractor test results, including tests performed for verification purposes, does not meet specification requirements. When job-control testing by Contractor is waived by Plans, Engineer will perform testing; however, this does not waive Contractor responsibility for providing materials and Work per this Item.

C. Job-Control Strength: Unless otherwise shown on Plans or permitted by Engineer, use seven-day job-control strength testing per ASTM C78. When job-control concrete strength test value is more than 10 percent below required job-control strength or three consecutive job-control strength values fall below required job-control strength, investigate strength test procedures, quality of materials, concrete production operations, and other possible problem areas to determine cause. Take necessary action to correct problem, including redesigning concrete mix if needed. Owner may suspend concrete paving if Contractor unable to identify, document, and correct cause of low-strength test values in timely manner. If any job-control strength is more than 15 percent below required job-control strength, Engineer will evaluate structural adequacy of pavements. When directed, remove and replace pavements found structurally inadequate at no additional cost.

D. Testing Services: Performed per the following requirements:

1. Sampling Fresh Concrete: Obtain representative samples of fresh concrete per ASTM C172, except modified for slump to comply with ASTM C94.
2. Flexural and Compressive-Strength Tests: ASTM C78 and C39; one set for each day's pour of each concrete class exceeding five but less than 25 cubic yards, plus one set for each additional 50 cubic yards. Test one specimen at 7 days and two specimens at 28 days. Retain one specimen in reserve for later testing if required. Provide Engineer the opportunity to witness all tests. Engineer may require a retest if not given the opportunity to witness. Furnish a copy of all test results to Engineer daily. Check first few concrete loads for slump, air, and temperature on start-up production days to check for concrete conformance and consistency. Sample and prepare strength test specimens (two specimens per test) on first day of production and each 2,000 square yards or fraction thereof of concrete pavement thereafter. Prepare at least one set of strength-test specimens for each production day. Perform slump, air, and temperature tests each time strength specimens made. Monitor concrete temperature to ensure concrete is consistently within temperature requirements. Engineer will direct random job-control sampling and testing. Immediately investigate and take corrective action as approved if any Contractor test result, including tests performed for verification purposes, does not meet specification requirements.
3. When frequency of testing provide fewer than five strength tests for given class of concrete, test from at least five randomly-selected batches or from each batch if fewer than five are used.
4. Slump: ASTM C143; one test at point of placement for each strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
5. Air Content: ASTM C231, pressure method; one test for each strength test, but not less than one test for each day's pour of each type of air-entrained concrete.

6. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 degrees F and below, 80 degrees F and above, and one test for each set of strength specimens.
7. Test Specimens: ASTM C31; one set of two standard beams and one set of four standard cylinders for each flexural and compressive-strength test, unless otherwise indicated. Flexural strength test specimens cured under same conditions as portion of pavement involved. Molded and stored cylinders for laboratory-cured test specimens unless field-cured test specimens required.

E. Report test results in writing to Engineer and Contractor within 24 hours of testing. Reports of strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design strengths at required time, concrete mix proportions and materials, breaking strengths, and type of break for both 7- and 28-day tests.

F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but not used as sole basis for approval/rejection.

G. Additional Tests: Contractor shall additionally test concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements not met, as Engineer directed. Contractor may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed.

H. Contractor shall pay for failing tests.

I. Questionable Concrete:
1. Concrete considered "Questionable Concrete" with any of these test evaluations:
   a. Individual test strength is below specified strength; or
   b. Samples of concrete for acceptance test cylinders or acceptance test beams not representative of concrete-in-place in pavement; or
   c. Insufficient or inadequate concrete curing; or
   d. Insufficient number of acceptance test cylinders or acceptance test beams for day's concreting made for testing.
   e. In-place core densities, on average, are less than 97 percent of original mix design density, or any one core is below 96 percent original mix design density.
2. Except where core tests impair strength of structure, core test as Owner directs made at no cost to Owner to resolve Questionable Concrete. If core tests fail to demonstrate test strength required by Contract Documents or structural analysis does not confirm adequacy of structure, Owner may, at his discretion, reject Work or require load tests or additional construction. Should structural analysis confirm adequacy of pavement, Owner may, at his discretion, accept concrete with credit for full value of concrete delivered to Site per General Conditions.
3. Contractor shall pay all costs incurred in providing the additional testing or analysis to resolve acceptability of Questionable Concrete.
4. Core Tests
   a. Take three representative cores from each member or area of concrete for each test considered questionable. Location of cores as directed by Owner to least impair strength of pavement. Replace damaged cores.
   b. Obtain and test cores per ASTM C42 except if concrete in structure will be dry under service conditions, cores shall be air dried (60-80 degrees F, and relative humidity less than 60 percent) for 7 days before test, tested dry. If concrete in structure is more than superficially wet under service conditions, cores shall be immersed in water at least 48 hours and tested wet.

3.14 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements herein.

B. Drill test cores where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material from construction traffic. Sweep concrete pavement no more than two days before date scheduled for opening section to public traffic.

END OF SECTION

PACKET 8.508 December 12, 2023

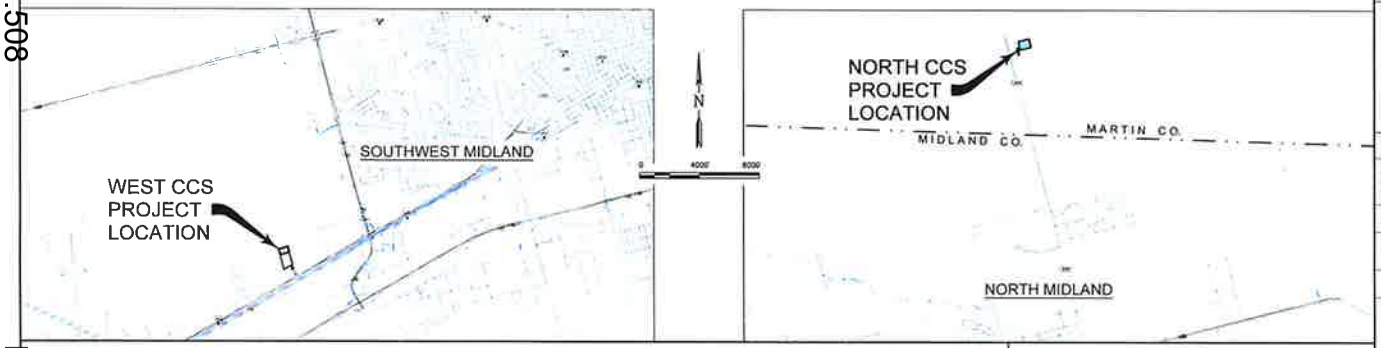
City Of Midland

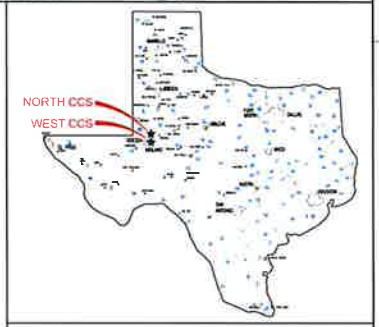
Citizen's Collection Stations

Construction Plans

6400 W. Highway 80

Midland and Martin County, Texas





VICINITY MAP

Parkhill
4222 85th St.
Lubbock, TX 79423
806.473.2200

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G-023	Accessibility Standards
G-024	Accessibility Standards
G-101	Code Information

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Citizen Collection Stations

City Of Midland

MIDLAND
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CLIENT
City of Midland, Texas

300 N. Loraine
Midland, TX

PROJECT NO.
6119.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Cover and Sheet Index

G-001

FILE NAME: A:\2021\6119.21\03_DSGN\01_DWG\010_GEN\G-001-6119-21 - W_N.dwg LAYOUT NAME: G-001 PRINTED: Tuesday, October 31, 2023 - 10:05am USER: SHarvey

PACKET 8.509 December 12, 2023

ABBREVIATIONS

ACC	ACCESSIBLE
AB	ANCHOR BOLT
ACI	AMERICAN CONCRETE INSTITUTE
AD	AREA DRAIN
ADA	AMERICANS WITH DISABILITIES ACT
ADDL	ADDITIONAL
ADJ	ADJUSTABLE
ADDM	ADDENDUM
AFF	ABOVE FINISH FLOOR
AHU	AIR HANDLING UNIT
AIA	AMERICAN INSTITUTE OF ARCHITECTS
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ALUM	ALUMINUM
ANOD	ANODIZED
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APA	AMERICAN PLYWOOD ASSOCIATION
APPROX	APPROXIMATE
ARCH	ARCHITECT
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS
AUTO	AUTOMATIC
AVG	AVERAGE
AWG	AMERICAN WIRE GAGE
AWS	AMERICAN WELDING SOCIETY
A/C	AIR CONDITIONING
B	
BAL	BALANCE
BC	BACK OF CURB
BIA	BRICK INSTITUTE OF AMERICA
BITUM	BITUMINOUS
BL	BUILDING LINE
BLDG	BUILDING
BM	BENCHMARK
BOCA	BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL INC
BOS	BOTTOM OF STEEL
BOT	BOTTOM (BOTTOM FACE, LAYER, SIDE)
B PL	BASE PLATE
BRDG	BRIDGING
BRG	BEARING
BTWN	BETWEEN
BUR	BUILT-UP ROOFING
C	
C	AMERICAN STANDARD CHANNEL (STRUCTURAL SHAPE)
CU FT	CUBIC FOOT
CF/CI	CONTRACTOR FURNISHED/CONTRACTOR INSTALLED
CF/OI	CONTRACTOR FURNISHED/OWNER INSTALLED
CG	CORNER GUARD
CI	CAST IRON
CIR	CIRCLE
CIRC	CIRCULAR
CJ	CONTROL JOINT
CL	CENTER LINE
CLG	CEILING
cm	CENTIMETER
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECT
CONSTR	CONSTRUCTION
CONT	CONTINUE
CONTR	CONTRACTOR
CRCMF	CIRCUMFERENCE
CSK	COUNTER SUNK
CSI	CONSTRUCTION SPECIFICATIONS INSTITUTE
D	
D	DEPTH
DAT	DATUM
DBL	DOUBLE
DDS	DOUBLE DISPLAY STRIP
DEG	DEGREE
DEMO	DEMOLISH
DET	DETAIL
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIV	DIVIDE
DL	DEAD LOAD
DS	DOWNSPOUT
DWG	DRAWING
E	
E	EAST, MODULUS OF ELASTICITY
EA	EACH
EF	EACH FACE, EXTERIOR FINISH
EIFS	EXTERIOR INSULATION FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRIC, ELECTRICAL
ELEV	ELEVATOR
ENGR	ENGINEER
EQ	EQUAL
EQUIP	EQUIPMENT
EW	EACH WAY
EWC	ELECTRIC WATER COOLER
EXIST	EXISTING
EXP	EXPANSION
EXP BT	EXPANSION BOLT
EXT	EXTERIOR
F	
FD	FLOOR DRAIN
FDTN	FOUNDATION
FEB	FIRE EXTINGUISHER & BRACKET
FEC	FIRE EXTINGUISHER & CABINET
FF EL	FINISH FLOOR ELEVATION
FIN FLR	FINISH FLOOR
FIN	FINISH(ED)
FOC	FACE OF CONCRETE, FACE OF CURB
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FOW	FACE OF WALL
FRTW	FIRE RETARDANT TREATED WOOD
FS	FAR SIDE (FACE, LAYER)
FT	FOOT
FTG	FOOTING
FURG	FURRING
G	
GA	GAGE
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GOVT	GOVERNMENT
GYP BD	GYPSUM BOARD
GYP	GYPSUM
H	
HDBD	HARDBOARD
HDWD	HARDWOOD
HDW	HARDWARE
HEX	HEXAGON(AL)
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HP	HEAT PUMP
HS	HIGH STRENGTH
HT	HEIGHT
HVAC	HEATING VENTILATION AND AIR CONDITIONING
I	
I	MOMENT OF INERTIA
IBC	INTERNATIONAL BUILDING CODE
ID	INSIDE DIAMETER
IF	INSIDE FACE
INCL	INCLUDE(D)(ING)(S/VE)
INS	INSULATION
INT	INTERIOR
INV	INVERT(ED)
J	
JAN	JANITOR
K	
	NOT USED
L	
l	LITER
L	ANGLE
LB	POUND
LH	LEFT HAND
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LT	LIGHT
LT WT	LIGHT WEIGHT
M	
MAU	MAKE UP AIR UNIT(S)
m	METER(S)
MATL	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MCJ	MASONRY CONTROL JOINT
MECH	MECHANIC(AL)
MFG	MANUFACTURING
MFR	MANUFACTURER
MIL STD	MILITARY STANDARD
MIN	MINIMUM
MISC	MISCELLANEOUS
mm	MILLIMETER
MO	MASONRY OPENING
MOD	MODIFY
MT	METAL THRESHOLD
MTL	METAL
MLWK	MILLWORK
N	
N	NORTH
NA	NOT APPLICABLE
NAT	NATURAL
NBS	NATIONAL BUREAU OF STANDARDS
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NOM	NOMINAL
NRC	NOISE REDUCTION COEFFICIENT
NS	NEAR SIDE (FACE)
NTS	NOT TO SCALE
O	
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OFD	OVERFLOW DRAIN
OF/CI	OWNER FURNISHED/CONTRACTOR INSTALLED
OF/OI	OWNER FURNISHED/OWNER INSTALLED
OH DR	OVERHEAD DOOR
OPNG	OPENING
OPH	OPPOSITE HAND
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
Oz	OUNCE
P	
PAR	PARALLEL
PCA	PORTLAND CEMENT ASSOCIATION
PCF	POUNDS PER CUBIC FOOT
PCI	PRESTRESSED CONCRETE INSTITUTE
PERF	PERFORATE(D)
PERP	PERPENDICULAR
PL	PROPERTY LINE
PLAM	PLASTIC LAMINATE
PLF	POUNDS PER LINEAL FOOT
PR	PAIR
PREFAB	PREFABRICATE
PREFIN	PREFINISH
PRELIM	PRELIMINARY
PROJ	PROJECT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PBD	PARTICLE BOARD
PTD	PAPER TOWEL DISPENSER
PTDWR	PAPER TOWEL DISPENSER & WASTER RECEPTACLE
PVC	POLYVINYL CHLORIDE
PLWD	PLYWOOD
PVG	PAVING
Q	
QC	QUALITY CONTROL
QTY	QUANTITY
R	
R	RADIUS
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
REF	REFERENCE
REFL	REFLECT
REINF	REINFORCE
REQD	REQUIRED
REV	REVISION
RH	RIGHT HAND(ED)
RO	ROUGH OPENING
ROW	RIGHT OF WAY
RTU	ROOF TOP UNIT
S	
S	SOUTH
SBCCI	SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL
SCHED	SCHEDULE
SD	SOAP DISPENSER
SDI	STEEL DOOR INSTITUTE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SJI	STEEL JOIST INSTITUTE
SPEC	SPECIFICATION
SP	SOLID PLASTIC
SST	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYMM	SYMMETRICAL
T	
TRD	TREAD
TAN	TANGENT
TEMP	TEMPORARY
TFF	TOP OF FINISH FLOOR
THK	THICKNESS
TLT	TOILET
TMH	TOP OF MANHOLE
TOB	TOP OF BEAM
TOC	TOP OF CURB
TOF	TOP OF FOOTING
TOG	TOP OF GRADE
TOJ	TOP OF JOIST
TOL	TOLERANCE
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TOW	TOP OF WALL
TTD	TOILET TISSUE DISPENSER
TRANS	TRANSPARENT
TRTD	TREATED
TS	TUBE STEEL
TYP	TYPICAL
T&G	TONGUE AND GROOVE
U	
UBC	UNIFORM BUILDING CODE
UL	UNDERWRITERS LABORATORIES, INC
ULT	ULTIMATE
UNO	UNLESS NOTED OTHERWISE
UON	UNLESS OTHERWISE NOTED
V	
VAR	VARIES
VERT	VERTICAL
W	
W	WEST
WLD	WELDED
WP	WORK POINT
WWF	WELDED WIRE FABRIC
W/	WITH
W/O	WITHOUT
WW	WALL TO WALL
X	
XFMR	TRANSFORMER
Y	
	NOT USED
Z	
	NOT USED

GENERAL DRAWING LEGEND

ROOM NAME / 0000	ROOM NAME ROOM NUMBER
	FURNISHINGS/EQUIPMENT
#	KEY NOTE
#	
	KEY DEMOLITION NOTE
	REVISION
	STRUCTURAL COLUMN LINE
	DATUM ELEVATION (EXISTING)
	DATUM ELEVATION (NEW)
	BREAK LINE
	CENTER LINE
	MATCHLINE/LINE
	NOT IN SCOPE

	NEW DOOR
	EXISTING DOOR
	PLAN NORTH ARROW TRUE NORTH PLAN NORTH
XX/XXXX	ELEVATION MARK
XX / XXXX / XXXXXX	SECTION MARK
XX/XXXX	PLAN DETAIL MARK
A1 TITLE 1/8" = 1'-0"	DRAWING TITLE
	SHEET NUMBER WHERE REFERENCED REFERENCE NUMBER

SHEET IDENTIFICATION FORMAT

AANNN

- DISCIPLINE DESIGNATOR
- SHEET SEQUENCE NUMBER
- SHEET TYPE DESIGNATOR (SEE BELOW)

SHEET TYPE DESIGNATORS

0	GENERAL (COVER SHEETS, INDEX, SYMBOLS LEGEND, NOTES, ETC.)
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS (VERTICAL VIEWS)
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE SCALE VIEWS (ENLARGED PLANS, ELEVATIONS, OR SECTIONS THAT ARE NOT DETAILS)
5	DETAILS
6	SCHEDULES AND DIAGRAMS
7	USER DEFINED (FOR TYPES THAT DO NOT FALL IN OTHER CATEGORIES)
8	USER DEFINED (FOR TYPES THAT DO NOT FALL IN OTHER CATEGORIES)
9	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOGRAPHS)

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10/31/2023

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Citizen Collection Stations

City of Midland

MIDLAND Feel the Energy!

CLIENT
City of Midland

300 North Loraine
Midland, TX

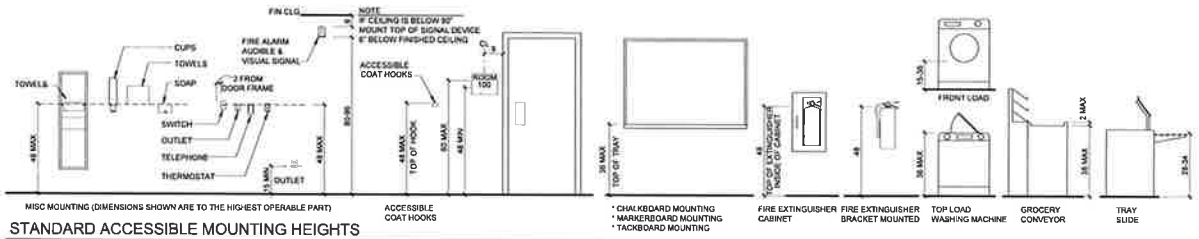
PROJECT NO.
618121 - WEST
400615 22 - MIDTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

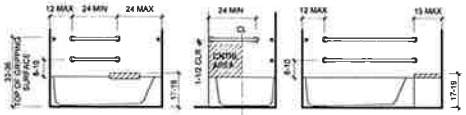
Symbols, Legends & Abbreviations

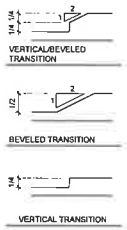
G-011

PACKET 8.510 December 12, 2023

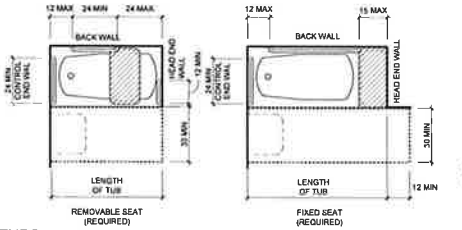


STANDARD ACCESSIBLE MOUNTING HEIGHTS

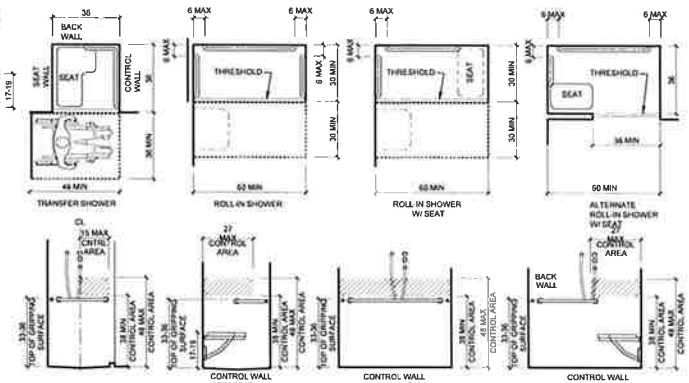




CHANGES IN LEVEL

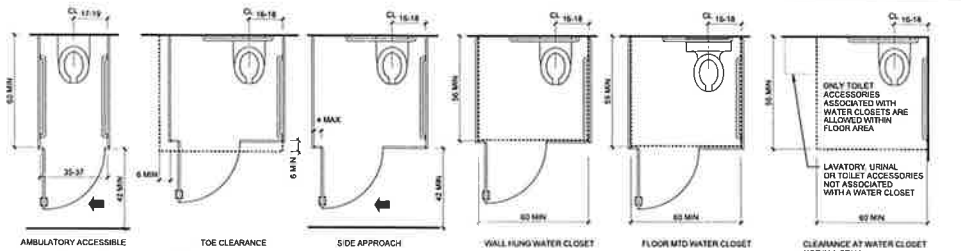


TUBS

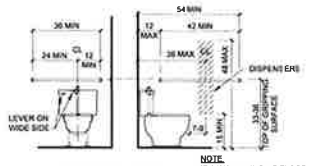


SHOWERS

NOTE REFER TO "CHANGES IN LEVEL" DETAILS FOR SHOWER THRESHOLDS

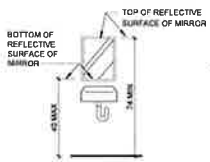


TYPICAL TOILET STALLS

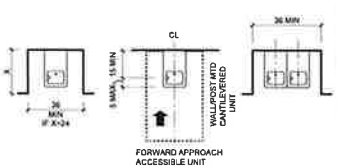


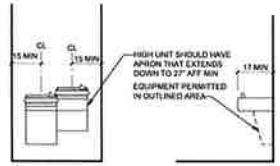
TYPICAL WATER CLOSETS

NOTE
IF A WALL HUNG OR FLOOR MOUNTED FLUSH VALVE WATER CLOSET IS SPECIFIED, ENSURE ALL DIMENSIONS SHOWN ARE MET

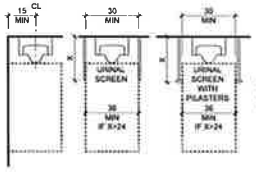


REFLECTIVE SURFACE

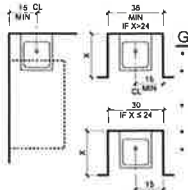




EWC/DRINKING FOUNTAINS



URINALS



LAVATORIES

GENERAL NOTES

- ACCESSIBILITY GUIDELINE SHEETS ARE BASED ON THE 2012 TEXAS ACCESSIBILITY STANDARDS (TAS)
- ACCESSIBILITY GUIDELINE SHEETS ARE FOR INFORMATIONAL PURPOSES ONLY AND INTENDED TO SERVE AS A GUIDE FOR CONSTRUCTION PROFESSIONALS AND OWNERS
- SOME OF THE INFORMATION AND PICTOGRAPHS SHOWN MAY NOT BE APPLICABLE TO THIS PROJECT
- REFER TO PLUMBING SHEETS FOR PLUMBING FIXTURE MOUNTING HEIGHTS
- GRAPHICS SHOWN ARE FOR ADULTS

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10/31/2023

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Citizen Collection Stations

City of Midland

CLIENT
City of Midland

300 North Loraine
Midland, TX

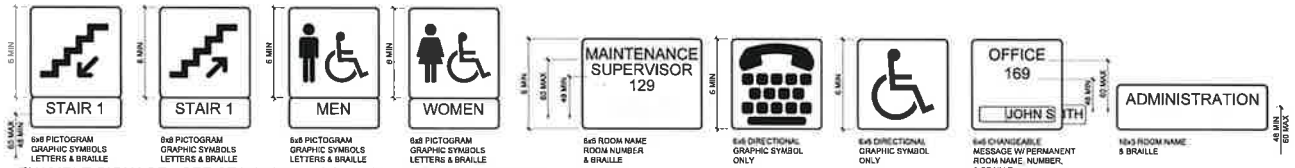
PROJECT No.
8119.21 - WEST
40015.72 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Accessibility Standards

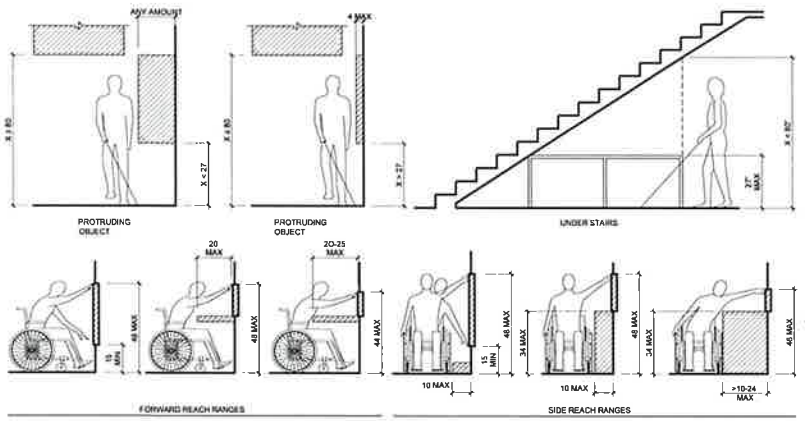
G-021

PACKET 8.511 December 12, 2023

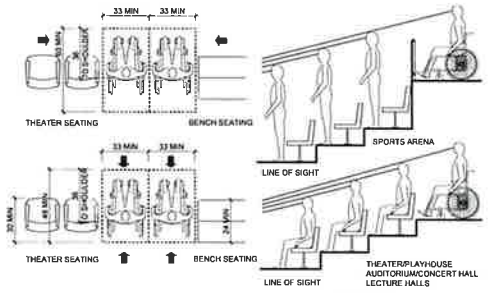


EXAMPLE SIGNAGE - SEE STANDARD ACCESSIBLE MOUNTING HEIGHT

REFER TO SIGNAGE PACKAGE OR DETAILS FOR ACTUAL SIGNAGE SPECIFIED

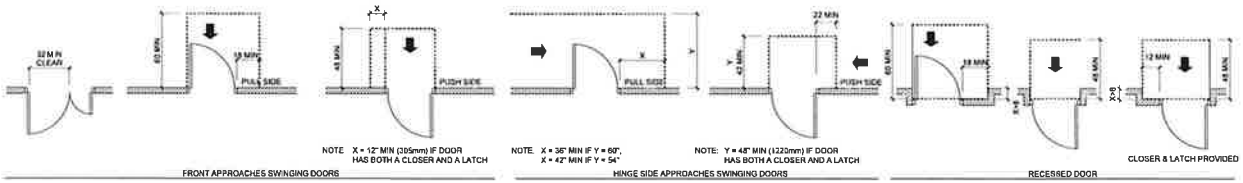


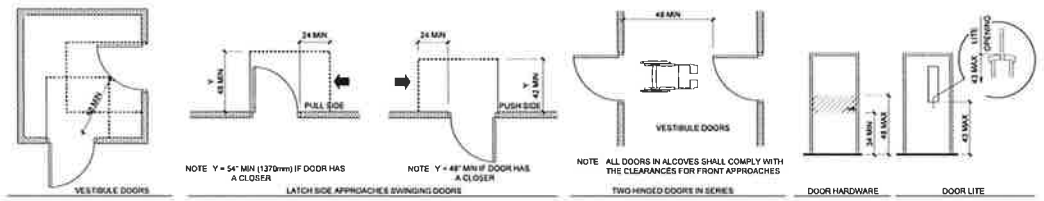
PROTRUDING OBJECT PROTECTION/REACH RANGES



ASSEMBLY SEATING

CHILDREN'S MOUNTING HEIGHTS & REACH RANGES	AGES 3 AND 4	AGES 5 THROUGH 8	AGES 9 THROUGH 12
REACH RANGES			
HIGH	36	40	44
LOW	20	18	16
RAMPS AND STAIRS			
TOP OF HANDRAIL GRIPPING SURFACE	28 MAX	28 MAX	28 MAX
WATER CLOSETS			
WATER CLOSET CENTERLINE	12	12-15	15-18
GRAB BARS	18-20	20-25	25-27
DISPENSER HEIGHT	14	14-17	17-19
FIXED OR BUILT-IN SEATING AND TABLES, READING AND STUDY AREAS, AND WORK STATIONS	AGES 5 & YOUNGER	AGES 6-12	
HEIGHT OF TABLES OR COUNTERS	20	28-30 MAX	
KNEE CLEARANCE	PARALLEL APPROACH ALLOWED	24 MIN	





TYPICAL DOOR CLEARANCES

GENERAL NOTES

- ACCESSIBILITY GUIDELINE SHEETS ARE BASED ON THE 2012 TEXAS ACCESSIBILITY STANDARDS (TAS)
- ACCESSIBILITY GUIDELINE SHEETS ARE FOR INFORMATIONAL PURPOSES ONLY AND INTENDED TO SERVE AS A GUIDE FOR CONSTRUCTION PROFESSIONALS AND OWNERS
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- GRAPHICS SHOWN ARE FOR ADULTS

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10/31/2023

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Citizen Collection Stations

City of Midland

CLIENT
City of Midland

300 North Loraine
Midland, TX

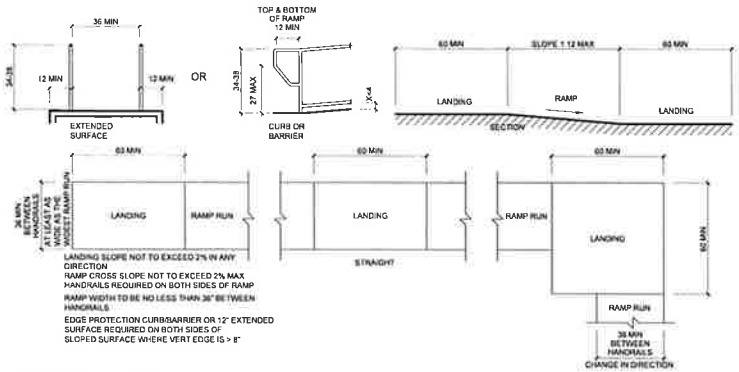
PROJECT NO.
6118.21 - WEST
40015.22 - NORTH

-	10/31/2023	Issue for Proposal
#	DATE	DESCRIPTION

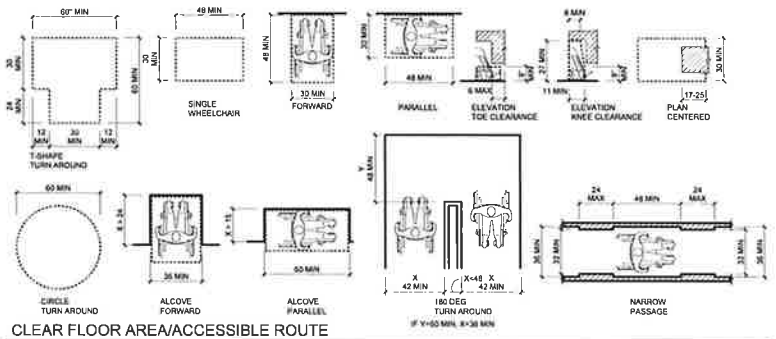
Accessibility Standards

G-022

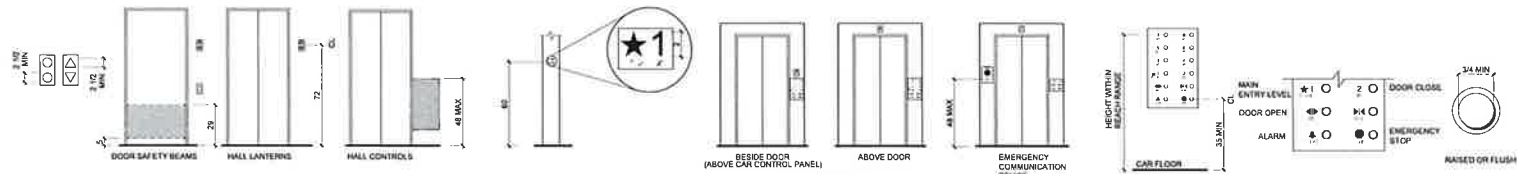
PACKET 8.512 December 12, 2023



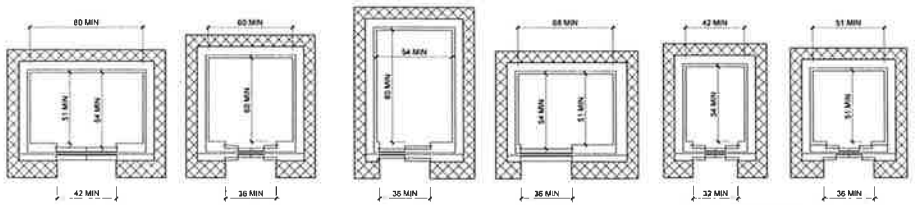
ACCESSIBLE RAMP



CLEAR FLOOR AREA/ACCESSIBLE ROUTE



ELEVATORS



ELEVATORS

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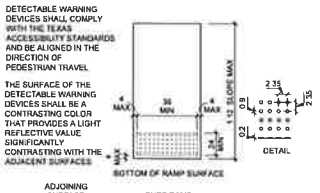
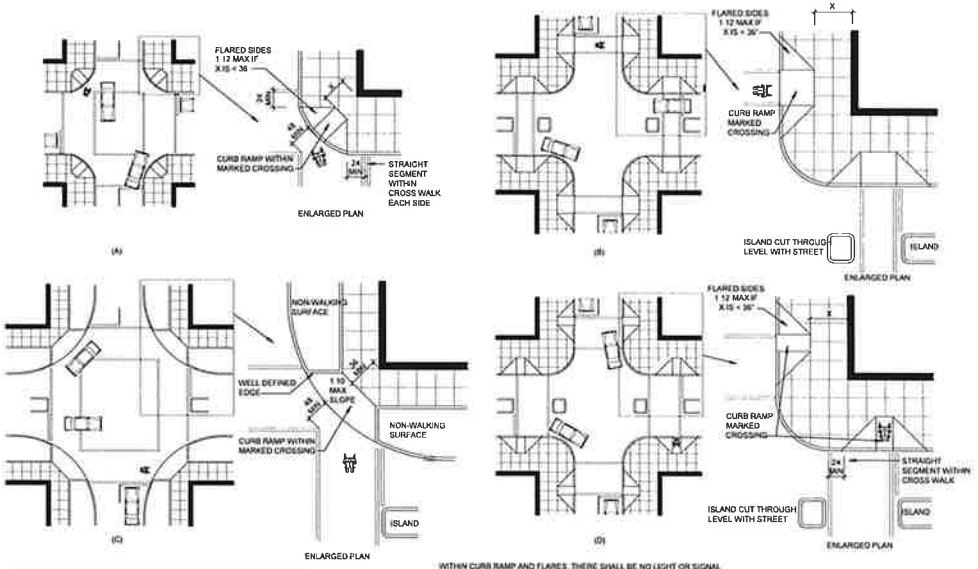
Accessibility Standards

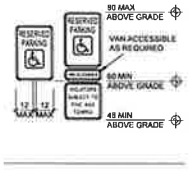
G-023



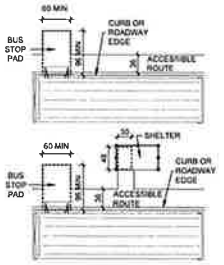
CURB RAMPS



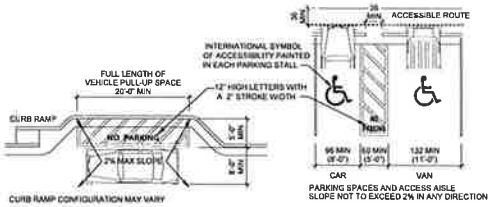
CURB RAMPS AT MARKED CROSSINGS



ACCESSIBLE PARKING SIGNAGE

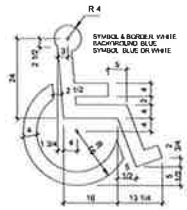


BUS STOPS

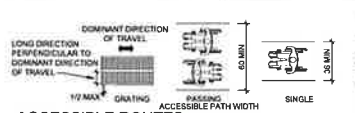


PASSENGER LOADING ZONE

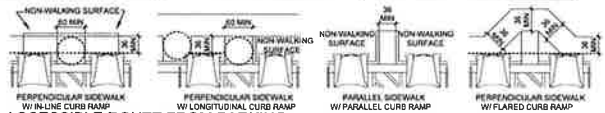
PARKING SPACES



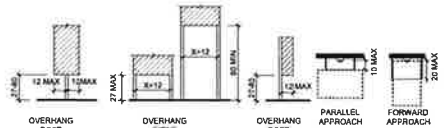
ACCESSIBILITY SYMBOL



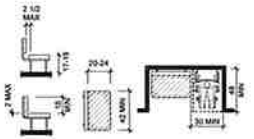
ACCESSIBLE ROUTES



ACCESSIBLE ROUTE FROM PARKING



PROTRUDING OBJECTS/TELEPHONES



ACCESSIBLE SEATING

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10/31/2023

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Citizen Collection Stations

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5119.21 - WLST
40215.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Accessibility Standards

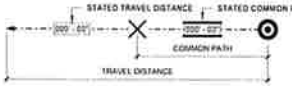
G-024

PACKET 8.514 December 12, 2023

LEGEND

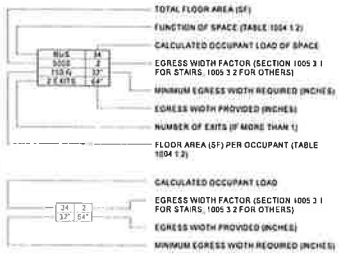
EXIT — EGRESS EXIT REQUIRED

EGRESS PATH, TRAVEL DISTANCE AND COMMON PATH



ABBREVIATIONS

200'	DISTANCE BETWEEN EXITS
EW=36"	EXIT WIDTH PROVIDED AT SPECIFIC EXIT
GSF	GROSS SQUARE FOOT
NSF	NET SQUARE FOOT
FEC	FIRE EXTINGUISHER CABINET
TD	TRAVEL DISTANCE
CPOT	COMMON PATH OF TRAVEL
(M)DBE	(MINIMUM) DISTANCE BETWEEN EXITS
OL	OCCUPANT LOAD



OCCUPANT LOAD TABLE (2018, 2021)

FUNCTION OF SPACE (1004.6)	OCC PER SF
ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS
AGRICULTURE BUILDING	300 GROSS
AIRCRAFT HANGAR	500 GROSS
AIRPORT TERMINAL	
BAGGAGE CLAIM	20 GROSS
BAGGAGE HANDLING	300 GROSS
CONCOURSE	100 GROSS
WAITING AREAS	15 GROSS
ASSEMBLY	
GAMING FLOORS (KENO, SLOTS, ETC.)	11 GROSS
EXHIBIT GALLERY AND MUSEUM	30 NET
ASSEMBLY W/ FIXED SEATS	SEE SECTION 1004.8
ASSEMBLY W/O FIXED SEATS	
CONCENTRATED (CHAIRS ONLY-NOT FIXED)	7 NET
STANDING SPACE	5 NET
UNCONCENTRATED (TABLES AND CHAIRS)	15 NET
BOWLING CENTERS, ALLOW 5 PERSONS FOR EACH LANE INCLUDING 15 FEET OF RUNWAY, AND FOR ADDITIONAL AREAS	7 NET
BUSINESS AREAS	150 GROSS
CONCENTRATED BUSINESS USE AREA	SEE SECTION 1004.8
COURT ROOMS-OTHER THAN FIXED SEATING AREAS	40 NET
DAY CARE	35 NET
DORMITORIES	50 GROSS
EDUCATIONAL	
CLASSROOM AREA	20 NET
SHOPS AND OTHER VOCATIONAL ROOM AREAS	50 NET
EXERCISE ROOMS	50 GROSS
H-5 FABRICATION AND MANUFACTURING AREAS	200 GROSS
INDUSTRIAL	100 GROSS
INSTITUTIONAL AREAS	
INPATIENT TREATMENT AREAS	240 GROSS
OUTPATIENT AREAS	100 GROSS
SLEEPING AREAS	120 GROSS
KITCHENS, COMMERCIAL	200 GROSS
LIBRARY	
READING ROOM	50 NET
STACK AREA	100 GROSS
LOCKER ROOMS	50 GROSS
MALL BUILDINGS - COVERED AND OPEN	SEE SECTION 402.8.2
MERCANTILE	
AREAS ON OTHER FLOORS	60 GROSS
STORAGE, STOCK, SHIPPING AREAS	300 GROSS
PARKING GARAGES	200 GROSS
RESIDENTIAL	200 GROSS
SKATING RINKS, SWIMMING POOLS	
RINK AND POOL	50 GROSS
DECKS	15 GROSS
STAGES AND PLATFORMS	15 NET
WAREHOUSES	500 GROSS

GENERAL CONSTRUCTION INFORMATION

APPLICABLE CODES:

BUILDING	IBC 2018
PLUMBING	IPC 2018
MECHANICAL	IMC 2018
ELECTRICAL	NEC 2017
FIRE	IFC 2015
ENERGY	IECC 2015
ACCESSIBILITY	2010 TAS
OTHER	-

PLUMBING FIXTURE RQMTS - IPC

IPC 2018 - TABLE 403.1

BUSINESS OCCUPATION LOAD = 7
STORAGE OCCUPATION LOAD = 8

	WATER CLOSETS		LAVATORIES		DRINK FOUNT	SERVICE SINK
	MALE	FEMALE	MALE	FEMALE		
BUS	0.15	0.15	0.1	0.1	0.07	1
S/M/R	0.54	0.54	0.04	0.04	0.09	1
TOTAL REQ'D	1	1	1	1		1
PROVID	1	1	1	1		1

GENERAL NOTES

1 UL ASSEMBLIES INDICATED ESTABLISH BASIS PERFORMANCE. OTHER ASSEMBLIES MAY BE CONSIDERED AT DISCRETION OF ARCHITECT IF EQUIVALENT PERFORMANCE IS PROVIDED. SUBSTITUTION PROPOSALS SHALL INCLUDE CHANGES REQUIRED TO COMPONENTS OF ASSEMBLY
2 RATED ASSEMBLIES TO BE IDENTIFIED ABOVE CEILING AS REQUIRED BY LOCAL CODE AND THE AHJ
3 FIRE EXTINGUISHERS, (IFC SECTION 906 AND NFPA 10, CHAPTER 6 AND TABLE 6.2.1.1)
A BUSINESS OCCUPANCY
a CLASS A - LIGHT HAZARD OCCUPANCY
b MAXIMUM FLOOR AREA FOR UNIT - 11,250 SF
c MAXIMUM TRAVEL DISTANCE TO EXTINGUISHER - 75 FT

BUILDING ENVELOPE REQUIREMENTS

CLIMATE ZONE: 3B

BUILDING ENVELOPE OPAQUE ELEMENTS

ROOFS	
INSULATION ENTIRELY ABOVE ROOF DECK	R-25ci
METAL BUILDINGS	R-19 + R-11 LS
ATTIC AND OTHER	R-38
WALLS, ABOVE GRADE	
MASS	R-7.6ci
METAL BUILDINGS	R-13 + R-6.5ci
METAL FRAMED	R-13 + R-7.5ci
WOOD FRAMED AND OTHER	R-13 + R-3.8ci OR R-20
WALLS, BELOW GRADE	
BELOW-GRADE WALL	NR
FLOORS	
MASS	R-10ci
JOISTS/FRAMING	R-30
SLAB-ON-GRADE FLOORS	
UNHEATED SLABS	NR
HEATED SLABS	R-10.5 FOR 24" BELOW
OPAQUE DOORS	
NONSWINGING	R-4.75

NOTES
1 "ci" REPRESENTS CONTINUOUS INSULATION
2 "OPAQUE DOOR" REPRESENTS DOORS HAVING LESS THAN 50% GLASS AREA

BUILDING ENVELOPE FENESTRATION

VERTICAL FENESTRATION		
U-FACTOR		
FIXED FENESTRATION	U-0.45	
OPERABLE FENESTRATION	U-0.60	
ENTRANCE DOORS	U-0.77	
SHGC		
ORIENTATION	SEW	N
PF < 0.2	0.25	0.33
0.2 ≤ PF < 0.5	0.30	0.37
PF ≥ 0.5	0.40	0.48
SKYLIGHTS		
U-FACTOR	U-0.55	
SHGC	0.25	

FIRE PROTECTION RQMTS (TAB 601)

CONSTRUCTION TYPE: TYPE II-B
AUTOMATIC FIRE SPRINKLER SYSTEM: NO

BUILDING ELEMENT PROTECTION	
PRIMARY STRUCTURAL FRAME (SEE SECTION 202)	0 HOUR(S)
BEARING WALLS	
EXTERIOR	0 HOUR(S)
INTERIOR	0 HOUR(S)
NONBEARING WALLS AND PARTITIONS (TABLE 602)	
EXTERIOR	0 HOUR(S)
NONBEARING WALLS AND PARTITIONS	
INTERIOR	0 HOUR(S)
FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS (SEE SECTION 202)	0 HOUR(S)
ROOF CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS (SEE SECTION 202)	0 HOUR(S)

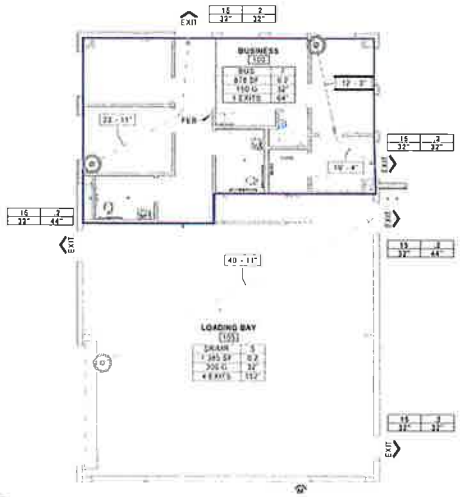
PERIMETER CONTAINMENT	
METAL STUD FLY BY	SYSTEM
METAL STUD BEARING	SYSTEM
CURTAINWALL	SYSTEM
STOREFRONT	SYSTEM

EGRESS

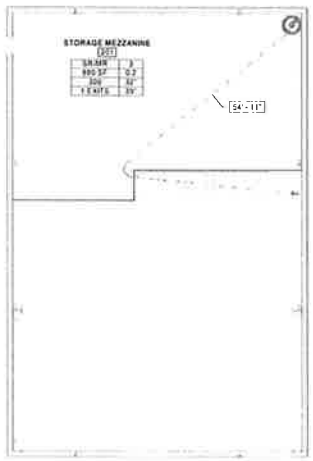
TOTAL OCCUPANT LOAD FOR THE BUILDING	15
TOTAL OCCUPANT LOAD EGRESS WILL ACCOMMODATE	820
REQUIRED CAPACITY BASED ON OCCUPANT LOAD (IN)	
15 × 0.3 (SECTION 1005.3.1 STAIRWAYS)	4.5 INCHES
15 × 0.2 (SECTION 1005.3.2 OTHER EGRESS COMPONENTS)	3 INCHES
PROVIDED CAPACITY (INCHES)	
STAIRWAYS	36 INCHES
OTHER EGRESS COMPONENTS	184 INCHES

MAXIMUM ALLOWABLE TRAVEL DISTANCE	125 FEET
LONGEST TRAVEL DISTANCE	55 FEET
MAXIMUM DEAD END LIMIT	20 FEET
MAXIMUM DEAD END LIMIT PROVIDED	0 FEET
COMMON PATH OF EGRESS TRAVEL	100 FEET
COMMON PATH OF EGRESS TRAVEL PROVIDED	12.25 FEET
TWO EXITS REQUIRED WHERE OCCUPANT LOAD EXCEEDS	50

MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD	
1-500	2 EXITS
501-1000	3 EXITS
MORE THAN 1000	4 EXITS



A1 FIRST FLOOR - LIFE SAFETY PLAN
1/8" = 1'-0"



A2 MEZZANINE FLOOR - LIFE SAFETY PLAN
1/8" = 1'-0"

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City of Midland

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300 North Loraine
Midland, TX

PROJECT NO.
6119.21 - WEST
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#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Code Information

G-101





SURVEY CONTROL POINTS				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
TOPCON	10,619,389.63	1,732,997.88	2,821.61'	CP 1/2 IRSC PSC CONTROL
3	10,620,120.24	1,733,893.78	2,858.24	CP 1/2 IRSC PSC CONTROL

TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, ELEVATIONS ARE BASED ON NAVD88

LEGEND

- TRANSFORMER POLE
- POWER POLE
- GUY POLE
- SIGN GUY
- CONTROL POINT
- GAS LINE
- POWER OVERHEAD
- ASPHALT PAVEMENT
- BARBED WIRE FENCE
- PIPE RAIL FENCE
- 1' CONTOUR LINE



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S REPORT

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203, NAD83).
   CONVERGENCE ANGLE, -0°34'21.88"
   COMBINED SCALE FACTOR, 0.9998810536
2. DISTANCES REPORTED HEREON ARE IN GRID.
3. AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE FROM GRID DISTANCES.
4. THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR AGREEMENTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
5. LOCATION OF UNDERGROUND UTILITIES OBTAINED BY VISUAL OBSERVATION ONLY. CONTRACTOR SHOULD ACCURATELY VERIFY ANY OR NOT NOT CORRECTLY INDICATE THE ACTUAL LOCATION OR EXISTENCE OF THESE UTILITIES. UTILITY REQUESTS WERE NOT MADE TO TEXAS 811. ADDITIONAL UTILITIES MAY EXIST WHICH THIS SURVEY DOES NOT INDICATE.
6. THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.
7. THIS IS NOT A BOUNDARY SURVEY

STATE OF TEXAS
FRANKLIN LEAMONS
5001
REGISTERED
PROFESSIONAL
LAND SURVEYOR

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND COMPLETED ON JANUARY 6, 2023. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

Frank Leamons — JUNE 13, 2023

FRANKLIN LEAMONS
R.P.L.S. 5001

DATE

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Citizen Collection Stations

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PROJECT NO.
61119.21 - WEST
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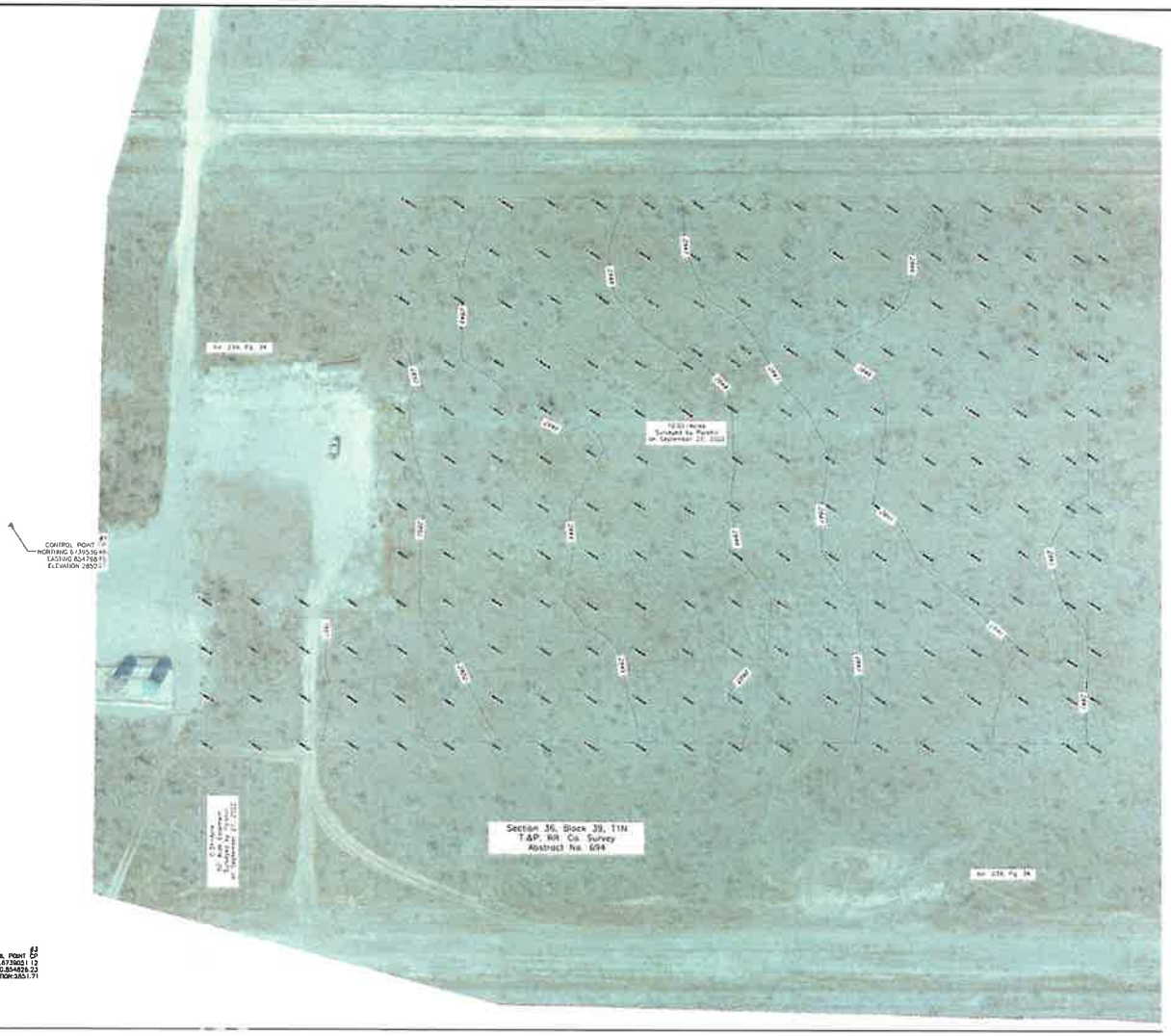
-	12/21/2023	Issue for Proposal
#	DATE	DESCRIPTION

Topographic Survey

V-001

FILE NAME: W:\Sections\Public Works - Surveying\Library\MIDLAND COUNTY\Midland Citizen Collection Center West\01-CAD\ALTO\PG SURVEY 6-13-23\DS_61119.21_MID_WEST_CCS.dwg LAYOUT NAME: V-001 PRINTED: Tuesday, June 13, 2023 - 11:05am USER: Ramona

FILE NAME: W:\Sections\Public Works - Survey\Prj\Library\MARTIN COUNTY\04 0015.22 Midland Citizen Collection Cents\007-CAD\FAL\2023-01-17_PARKHILL_SURVEY_FILES\DGS_4001522_MID_CCS_NORTH.dwg LAYOUT NAME: V-002 PRINTED: Tuesday, June 13, 2023 - 10:15am USER: tlasmona



Section 1, Block 39, T1S
T.&P. RR. Co. Survey
Abstract No. 314



VICINITY MAP
(NOT TO SCALE)

N

SCALE: 1" = 80'

LEGEND:

PROPERTY/RIGHT-OF-WAY LINES
SECTION LINE
EASEMENT LINE
1' CONTOUR LINE

SURVEYOR'S REPORT:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83, NAVD88
   CONVERGENCE ANGLE: -1°37'42.53"
   COMBINED SCALE FACTOR: 0.99980126
2. DISTANCES REPORTED HEREON ARE AT GRID.
3. AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE FROM SURVEY DISTANCES.
4. THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
5. LOCATION OF UNDERGROUND UTILITIES ARE DETERMINED FROM SURFACE EVIDENCE AND/OR REPORTED LOCATION AND MAY OR MAY NOT CORRECTLY INDICATE THE ACTUAL LOCATION OF EXISTING OR ABANDONED UTILITIES. UTILITY REQUESTS WERE NOT MADE FOR THIS SURVEY. ADDITIONAL UTILITIES MAY EXIST WHICH THIS SURVEY DOES NOT INDICATE.
6. THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.
7. THIS IS NOT A BOUNDARY SURVEY.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND COMPLETED ON SEPTEMBER 22, 2022. NO WARRANTY IS MADE OR IMPLIED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

FRANKLIN LEMMAS
R.P.L.S. 6889

JUNE 13, 2023
DATE

SURVEY CONTROL POINTS				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	6,739,536.48	854,798.93	2,850.21	CP 1/2" IRBC CONTROL
2	6,741,117.89	857,630.71	2,841.56	CP 1/2" IRBC PSC CONTROL
3	6,739,021.12	854,826.23	2,851.71	CP 1/2" IRBC PSC CONTROL

TEXAS COORDINATE SYSTEM OF 1983 (NAD83(2)), TEXAS NORTH CENTRAL ZONE, ELEVATIONS ARE BASED ON NAVD88

ACTUAL BOUNDARY CORNERS ON THIS PLAT WERE NOT SET AT THE REQUEST OF THE CLIENT. THE CLIENT ACCEPTS THE RESPONSIBILITY OF ANY DISCREPANCIES THAT MAY ARISE AS A RESULT OF THE ACTUAL CORNERS NOT BEING SET. ALL CORNERS SHOWN ON THIS PLAT ARE EXISTING PROPERTY MARKS ON THE SURVEYOR'S OPINION AS SHOWN FOR CLARITY AND SHOULD NOT REPLACE THE FIELD MEASUREMENTS OF PHYSICAL IMPROVEMENTS.

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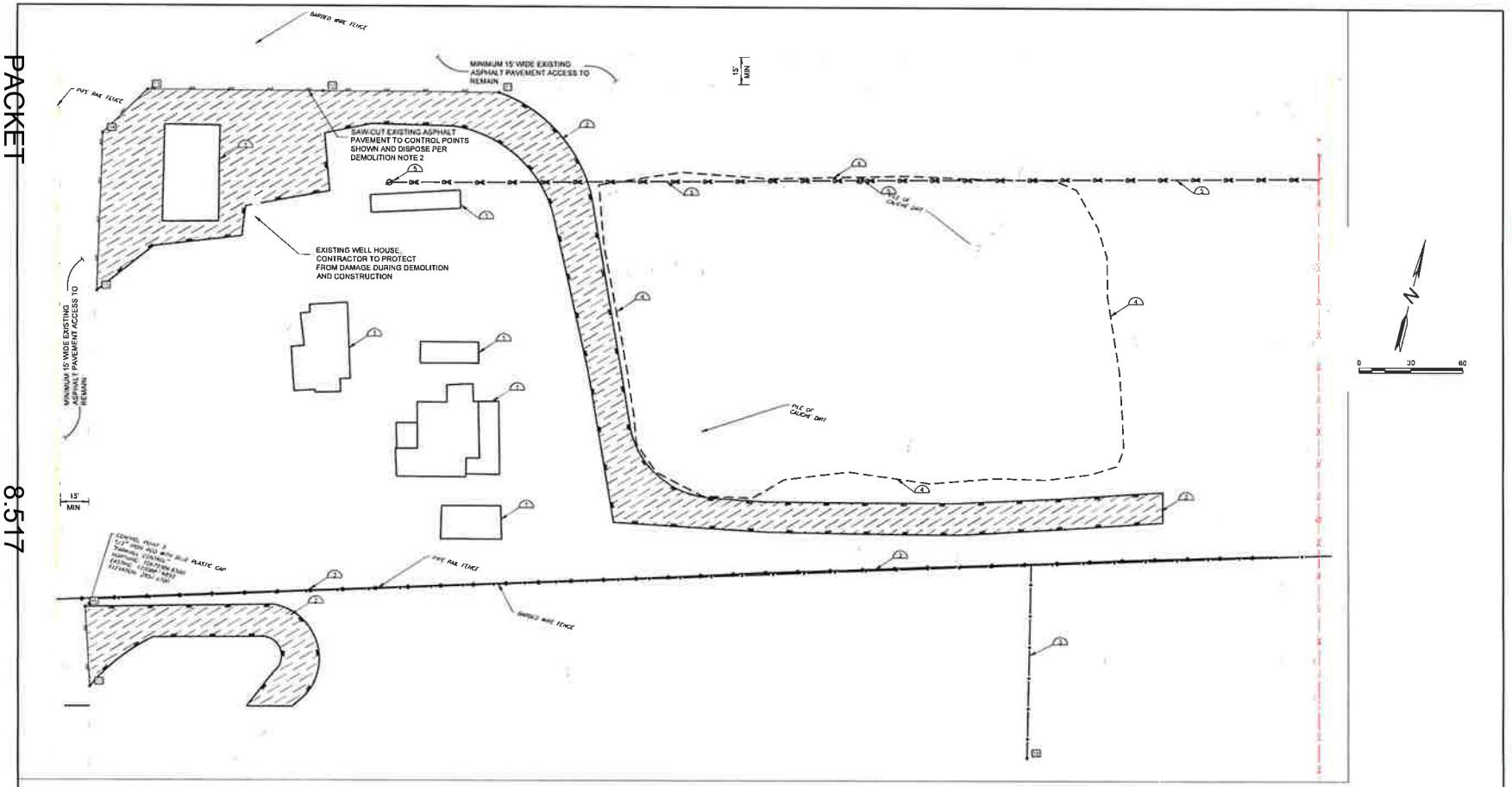
300 N. Loraine
Midland, TX

PROJECT NO.
5110.21 - WEST
4001522 - NORTH

#	DATE	DESCRIPTION
-	12/27/2023	Issue for Proposal

Topographic Survey

V-002



CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
11	10680851.73	1730021.57	2857.13	SAW-CUT EDGE
12	10680657.06	1729922.95	2857.21	SAW-CUT EDGE
13	10680632.39	1729824.34	2857.30	SAW-CUT EDGE
14	10680601.88	1729805.34	2857.21	SAW-CUT EDGE
15	10680512.22	1729824.80	2857.56	SAW-CUT EDGE
16	10680333.06	1729803.05	2858.01	SAW-CUT EDGE
17	10680288.86	1729877.19	2858.30	SAW-CUT EDGE
18	10680383.13	1730415.11	2857.58	FENCE LIMIT

DEMOLITION NOTES

REMOVE AND DISPOSE EXISTING CONSTRUCTION AS INDICATED BY (#)

1. BUILDINGS, CONCRETE AND MISCELLANEOUS APPURTENANCES
2. ASPHALT PAVEMENT
3. FENCING, BARB WIRE AND PIPE RAIL
4. STOCKPILE
5. OVERHEAD ELECTRIC LINE AND POLES

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Midland, TX

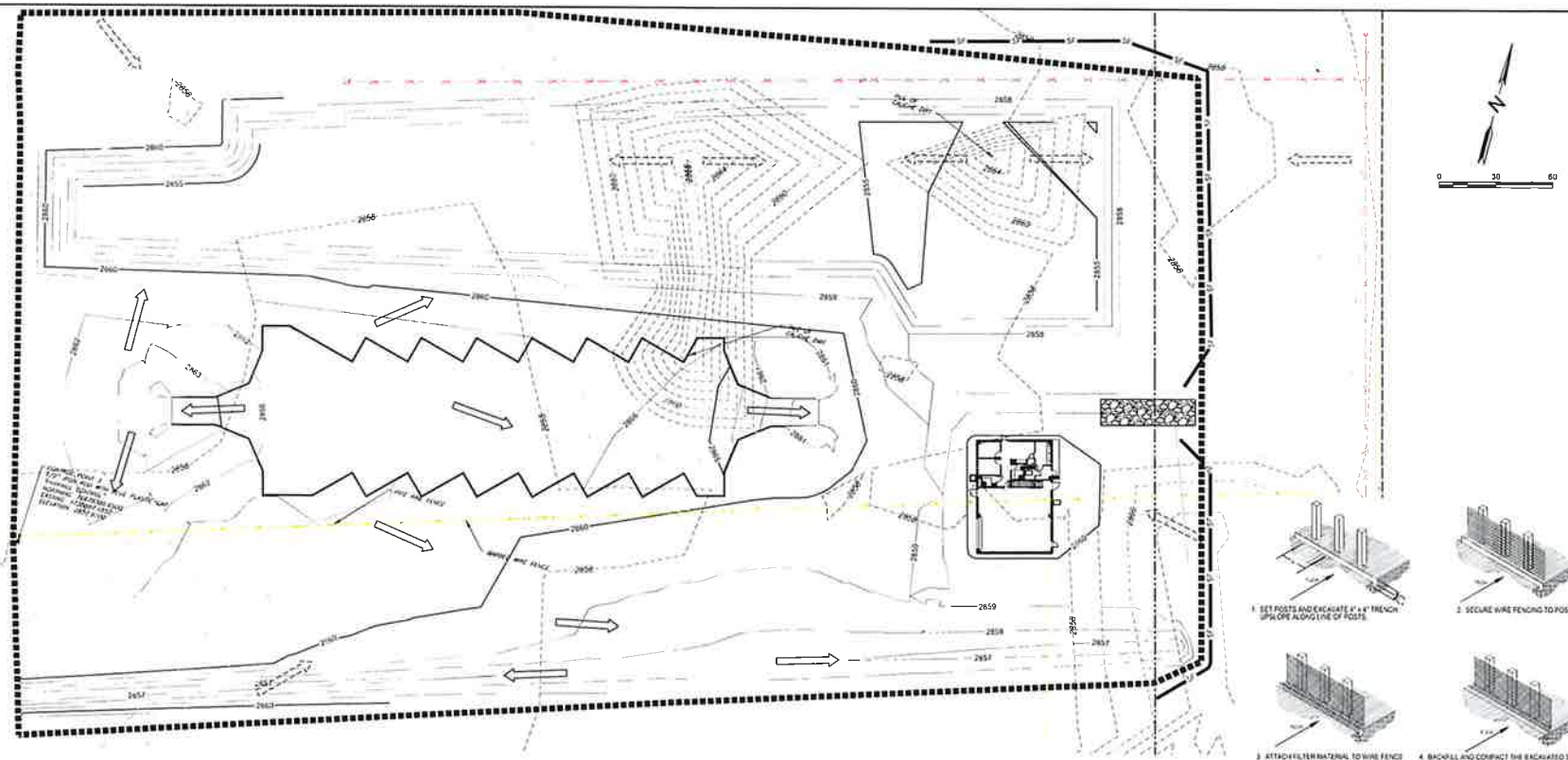
PROJECT NO
6119.21 - WEST
40016.22 - NORTH

-	10/31/2023	Issue for Proposal
#	DATE	DESCRIPTION

West CCS Demolition Plan

C-001

FILE NAME: A:\2021\6119.21\03_DSGN\01_DWG\050_CIVIL\C-001-6119-21.dwg LAYOUT NAME: C-001 PRINTED: Tuesday, October 31, 2023 - 10:05am USER: SHarvey



1. SET POSTS AND EXCAVATE 6" x 6" TRENCH UPSLOPE ALONG LINE OF POSTS.
2. SECURE WIRE FENCING TO POSTS.
3. ATTACH FILTER MATERIAL TO WIRE FENCE AND EXTEND IT INTO THE TRENCH.
4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

EROSION CONTROL NOTES

1. SILT FENCING OR TEMPORARY BERMS SHALL BE INSTALLED PRIOR TO START OF CONSTRUCTION
2. TEMPORARY SWALES AND DESILTING BASINS WILL BE PLACED WHERE NECESSARY IN ORDER TO CONVEY STORMWATER RUN-OFF
3. A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD. DIRT OR ROCK TRACKED FROM THE SITE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT ALL EROSION CONTROL METHODS ARE INSPECTED ON A WEEKLY BASIS OR AFTER EVERY ERODIBLE RAINFALL (1/2" OR MORE). ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL SHALL BE MADE AT THAT TIME.
5. THIS DRAWING IS PART OF A TPDES CONSTRUCTION POLLUTION PREVENTION PLAN. PLEASE REFER TO TEXT PORTION OF THIS PLAN FOR ADDITIONAL AND REQUIREMENTS.

CWA MAINTENANCE NOTES

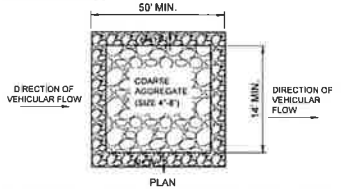
1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
5. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE OF PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
6. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
7. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

GENERAL NOTES

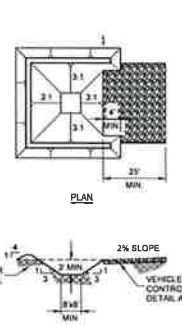
1. THE CONSTRUCTION ENTRANCE FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
2. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.
3. CONTRACTOR TO COORDINATE WITH ENGINEER PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO COORDINATE WITH OWNER THE LOCATION OF THE STAGING AREA AND CONCRETE WASHOUT AREA.

STABILIZED CONSTRUCTION NOTES

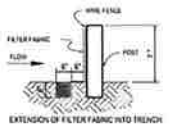
1. THE LENGTH OF THE TYPE 1 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
2. THE APPROACH SHOULD BE NO STEEPER THAN 6:1.
3. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
4. USE 4"-8" STONE OR EQUIVALENT AT A MINIMUM DEPTH OF 12" FOR STABILIZED CONSTRUCTION ENTRANCE.
5. FILTER FABRIC SHOULD BE PLACED UNDERNEATH STONE OF CONSTRUCTION ENTRANCE TO REDUCE THE AMOUNT OF RUTTING AND TO PREVENT STONE FROM BEING EMBEDDED INTO THE SOIL.



A1 STABILIZED CONSTRUCTION ENTRANCE (TxDOT TYPE 1)
NO SCALE



B3 CWA CONCRETE WASHOUT AREA
NO SCALE



B4 FILTER FABRIC BARRIER (SILT FENCE)
NO SCALE

NOTES:
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT THE TOP AND MIDSECTION
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED 6" AT THE POSTS AND FOLDED
4. FENCE POSTS SHALL BE CAPABLE OF SUPPORTING FENCE AND MAY BE METAL OR WOOD

EROSION CONTROL LEGEND

1.50%	PROPOSED DRAINAGE PATH WITH PERCENT SLOPE
	STABILIZED CONSTRUCTION ENTRANCE, SEE DETAIL THIS SHEET
	EXISTING CONTOURS (1' INTERVAL)
	PROPOSED CONTOURS (1' INTERVAL)
	LIMITS OF DISTURBANCE (AREA AFFECTECTED BY PROJECT APPROX. 5.16 ACRES)
	FLOW DIRECTION (PROPOSED)
	FLOW DIRECTION (EXISTING)
SF	SILT FENCE, SEE DETAIL THIS SHEET

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10/31/2023

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PROJECT NO.
81182 1 - WEST
40015 22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

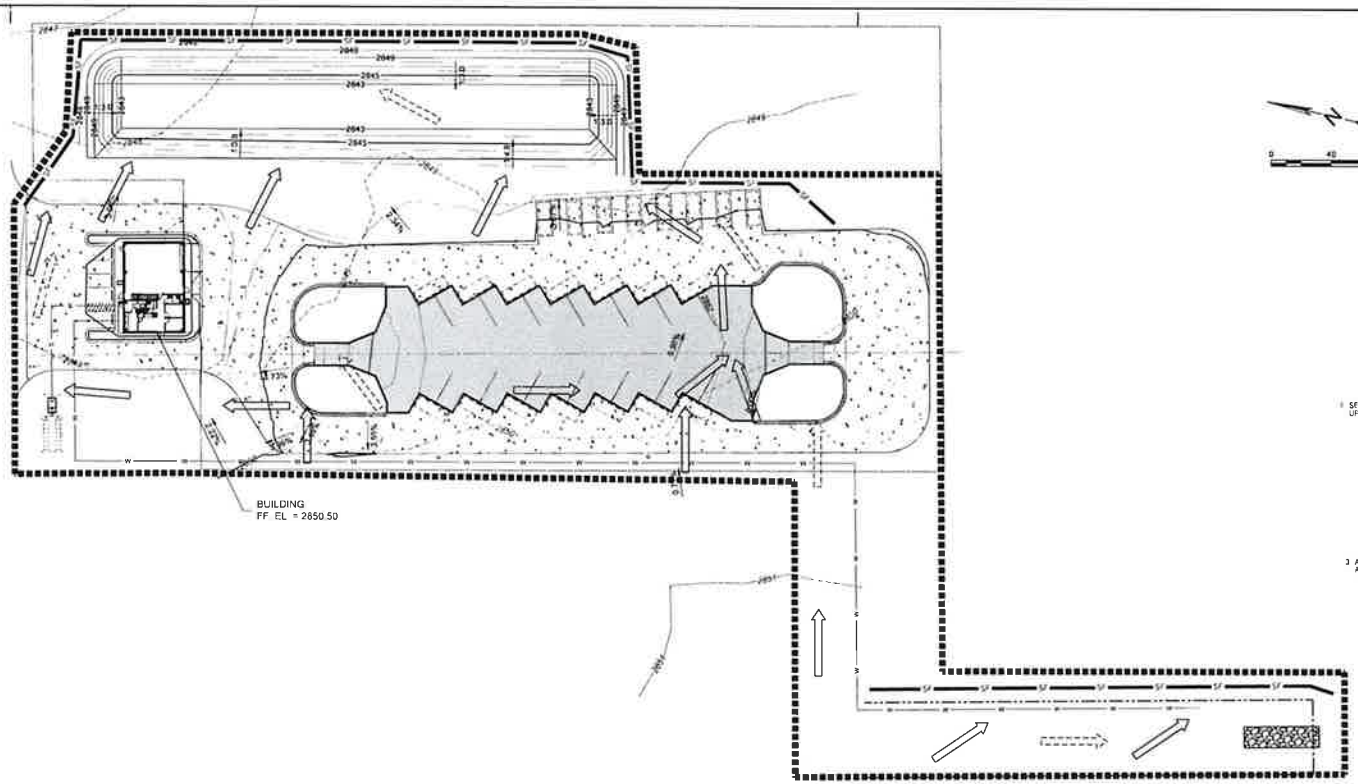
West CCS Erosion Control Plan

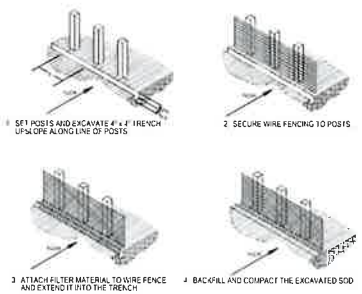
C-002

FILE NAME: A:\2021\81182 1\03_DSGN\01_DWG\05_CIVIL\C-002-81182 1.dwg LAYOUT NAME: C-002 PRINTED: Tuesday, October 31, 2023 - 10:05am USER: SHarvey

PACKET 8.519 December 12, 2023

FILE NAME: A:\2023\40019.22\03_DESIGN\01_DWG\052_CIVIL\C-003-40019-22.dwg LAYOUT NAME: C-003 PRINTED: Tuesday, October 31, 2023 - 10:05am USER: Shaney





EROSION CONTROL NOTES

1. SILT FENCING OR TEMPORARY BERMS SHALL BE INSTALLED PRIOR TO START OF CONSTRUCTION
2. TEMPORARY SWALES AND DESILTING BASINS WILL BE PLACED WHERE NECESSARY IN ORDER TO CONVEY STORMWATER RUN OFF.
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4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT ALL EROSION CONTROL METHODS ARE INSPECTED ON A WEEKLY BASIS OR AFTER EVERY ERODIBLE RAINFALL (1/2" OR MORE). ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL SHALL BE MADE AT THAT TIME.
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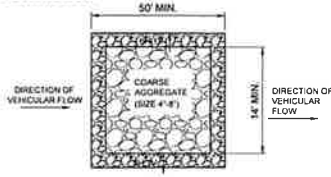
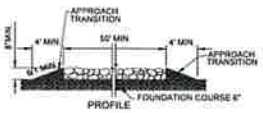


PLAN



PROFILE

A1 STABILIZED CONSTRUCTION ENTRANCE (TxDOT TYPE 1)
NO SCALE

CWA MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
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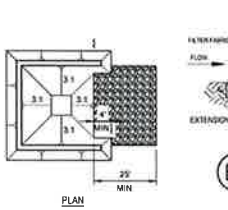
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE CONCRETE MATERIALS. ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
5. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE OF PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
6. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
7. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

GENERAL NOTES

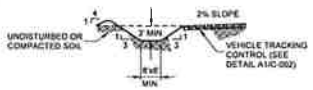
1. THE CONSTRUCTION ENTRANCE FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
2. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.
3. CONTRACTOR TO COORDINATE WITH ENGINEER PRIOR TO CONSTRUCTION
4. CONTRACTOR TO COORDINATE WITH OWNER THE LOCATION OF THE STAGING AREA AND CONCRETE WASHOUT AREA.

STABILIZED CONSTRUCTION NOTES

1. THE LENGTH OF THE TYPE 1 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'
2. THE APPROACH SHOULD BE NO STEEPER THAN 6:1
3. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
4. USE 4"-8" STONE OR EQUIVALENT AT A MINIMUM DEPTH OF 12" FOR STABILIZED CONSTRUCTION ENTRANCE
5. FILTER FABRIC SHOULD BE PLACED UNDERNEATH STONE OF CONSTRUCTION ENTRANCE TO REDUCE THE AMOUNT OF RUTTING AND TO PREVENT STONE FROM BEING EMBEDDED INTO THE SOIL.

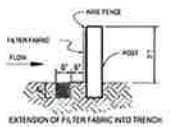


PLAN



SECTION

B3 CWA CONCRETE WASHOUT AREA
NO SCALE



B4 FILTER FABRIC BARRIER (SILT FENCE)
NO SCALE

NOTES:

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT THE TOP AND MIDSECTION
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED 6" AT THE POSTS AND FOLDED
4. FENCE POSTS SHALL BE CAPABLE OF SUPPORTING FENCE AND MAY BE METAL OR WOOD

EROSION CONTROL LEGEND

1.60% 1.30	PROPOSED DRAINAGE PATH SLOPE VALUE
	STABILIZED CONSTRUCTION ENTRANCE, SEE DETAIL THIS SHEET
	EXISTING CONTOURS (1' INTERVAL)
	PROPOSED CONTOURS (1' INTERVAL)
	LIMITS OF DISTURBANCE (AREA AFFECTED BY PROJECT APPROX. 4.23 ACRES)
	FLOW DIRECTION (PROPOSED)
	FLOW DIRECTION (EXISTING)
SF	SILT FENCE, SEE DETAIL THIS SHEET

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10/31/2023

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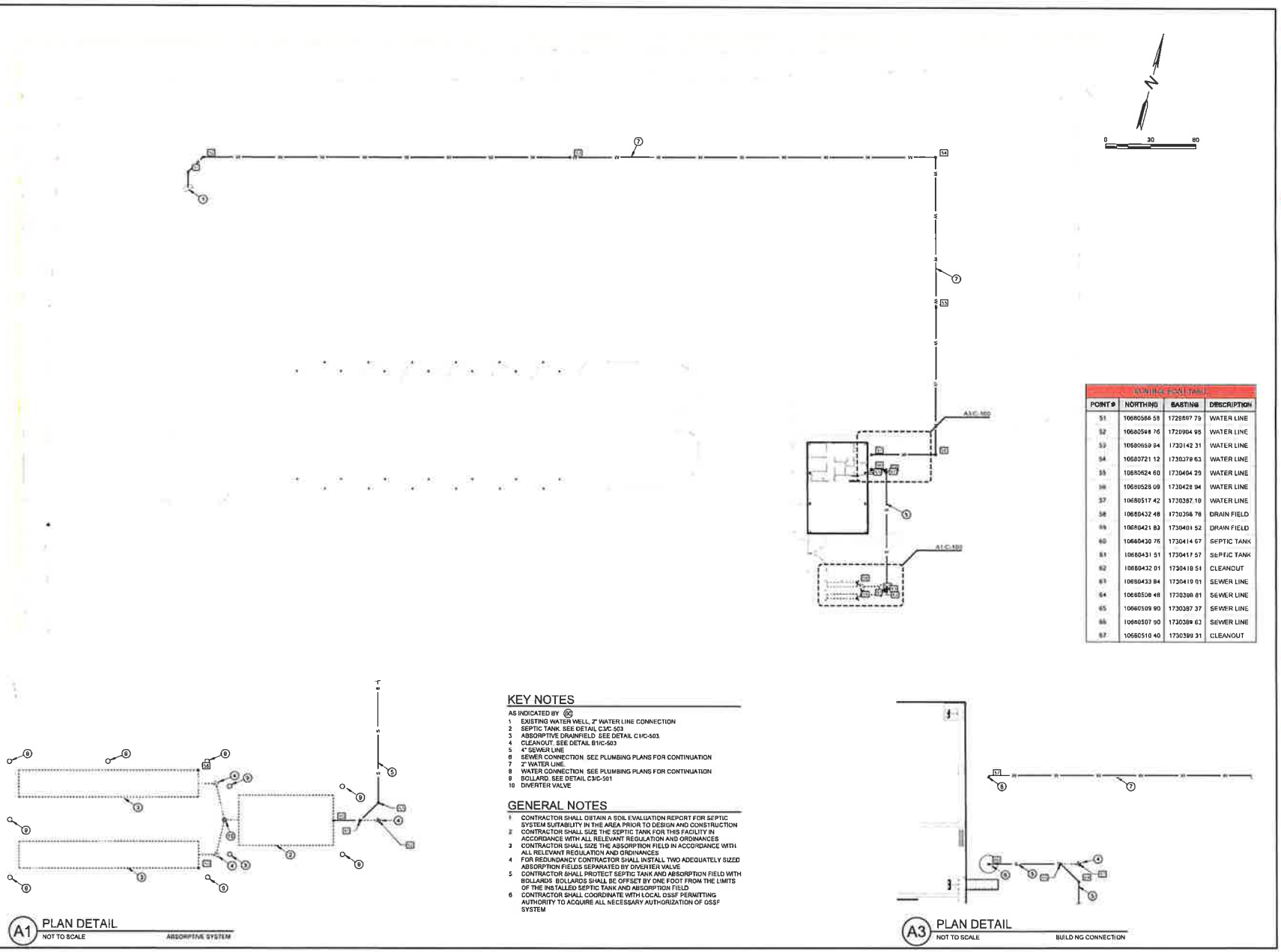
PROJECT NO.
6159.21 - WA.#3
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

North CCS Erosion Control Plan

C-003

FILE NAME: A:\2023\6119.21\03_DSGN\01_DWG\050_CIVIL\C-100-6119.21.dwg LAYOUT NAME: C-100 PRINTED: Tuesday, October 31, 2023 - 10:05am USER: SHarvey



POINT #	NORTHING	EASTING	DESCRIPTION
51	10680566.58	1729897.79	WATER LINE
52	10680598.76	1729904.95	WATER LINE
53	10680559.84	1730142.31	WATER LINE
54	10680721.12	1730379.63	WATER LINE
55	10680624.60	1730404.29	WATER LINE
56	10680528.09	1730428.94	WATER LINE
57	10680517.42	1730387.10	WATER LINE
58	10680432.48	1730398.78	DRAIN FIELD
59	10680421.83	1730401.52	DRAIN FIELD
60	10680430.76	1730414.67	SEPTIC TANK
61	10680431.51	1730417.57	SEPTIC TANK
62	10680432.01	1730418.51	CLEANOUT
63	10680433.84	1730419.01	SEWER LINE
64	10680508.48	1730398.81	SEWER LINE
65	10680509.90	1730397.37	SEWER LINE
66	10680507.90	1730389.63	SEWER LINE
67	10680510.40	1730389.31	CLEANOUT

KEY NOTES

AS INDICATED BY (X)

1 EXISTING WATER WELL, 2" WATER LINE CONNECTION
2 SEPTIC TANK. SEE DETAIL C3/C-503
3 ABSORPTIVE DRAINFIELD. SEE DETAIL C1/C-503.
4 CLEANOUT. SEE DETAIL B1/C-503
5 4" SEWER LINE
6 SEWER CONNECTION. SEE PLUMBING PLANS FOR CONTINUATION
7 2" WATER LINE
8 WATER CONNECTION. SEE PLUMBING PLANS FOR CONTINUATION
9 BOLLARD. SEE DETAIL C3/C-501
10 DIVERTER VALVE

GENERAL NOTES

1 CONTRACTOR SHALL OBTAIN A SOIL EVALUATION REPORT FOR SEPTIC SYSTEM SUITABILITY IN THE AREA PRIOR TO DESIGN AND CONSTRUCTION
2 CONTRACTOR SHALL SIZE THE SEPTIC TANK FOR THIS FACILITY IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
3 CONTRACTOR SHALL SIZE THE ABSORPTION FIELD IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
4 FOR REDUNDANCY CONTRACTOR SHALL INSTALL TWO ADEQUATELY SIZED ABSORPTION FIELDS SEPARATED BY DIVERTER VALVE
5 CONTRACTOR SHALL PROTECT SEPTIC TANK AND ABSORPTION FIELD WITH BOLLARDS. BOLLARDS SHALL BE OFFSET BY ONE FOOT FROM THE LIMITS OF THE INSTALLED SEPTIC TANK AND ABSORPTION FIELD
6 CONTRACTOR SHALL COORDINATE WITH LOCAL OSSF PERMITTING AUTHORITY TO ACQUIRE ALL NECESSARY AUTHORIZATION OF OSSF SYSTEM

A1 PLAN DETAIL
NOT TO SCALE — ABSORPTIVE SYSTEM

A3 PLAN DETAIL
NOT TO SCALE — BUILDING CONNECTION

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SPENCER J. HARVEY
138737
10/31/2023

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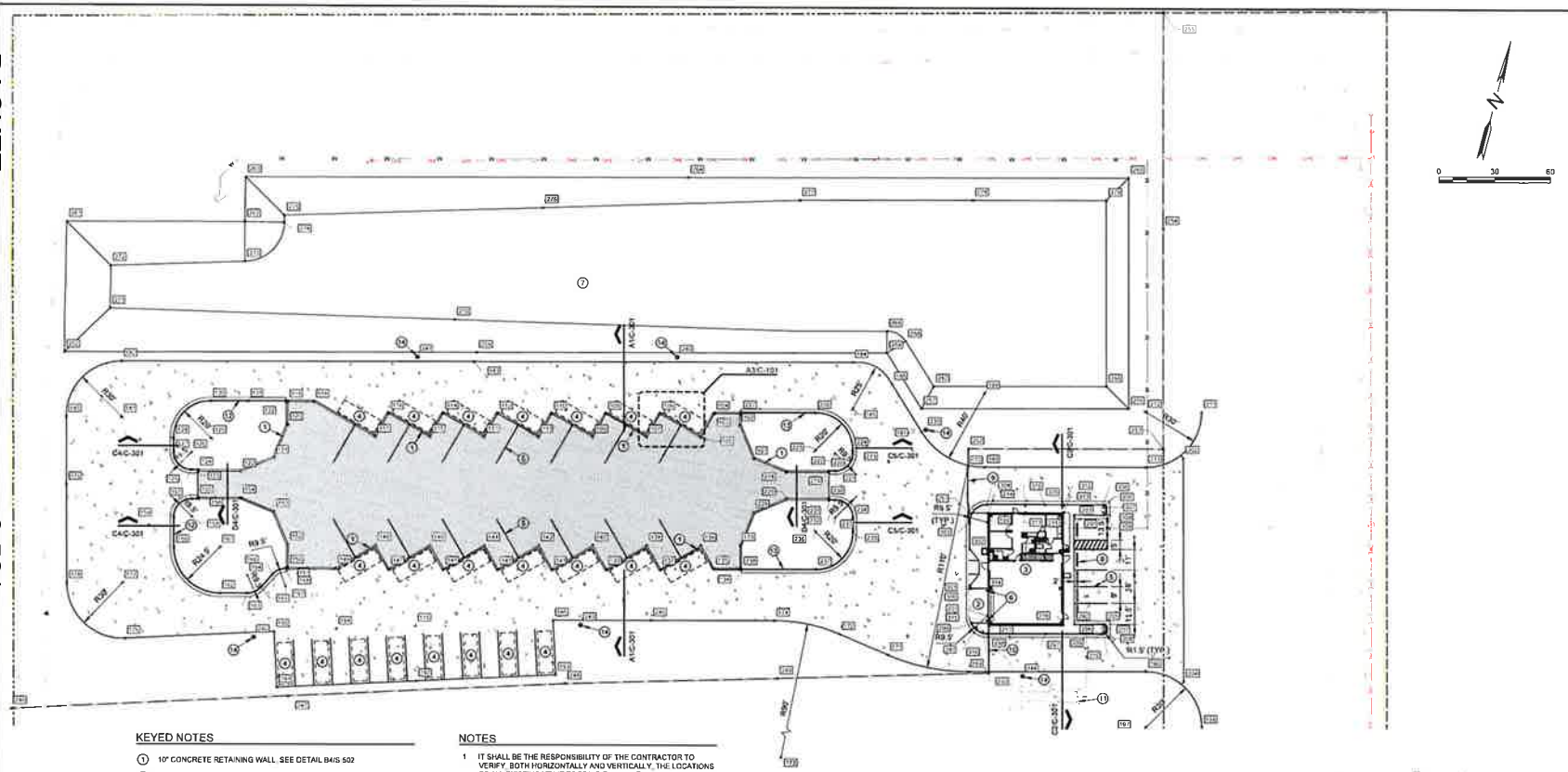
Midland, TX

PROJECT NO.
6119.21 - WEST
#3015.22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

West CCS Site Utility Plan

C-100

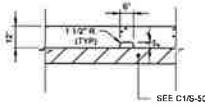


KEYED NOTES

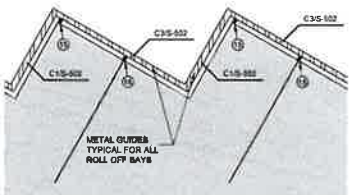
1. 10" CONCRETE RETAINING WALL, SEE DETAIL B4/S-502
2. CONCRETE DRIVEWAY FOR BUILDING ACCESS
3. BUILDING REF. ARCH
4. ROLL-OFF AREA
5. 4" WIDE WHITE STRIPE
6. BOLLARD, SEE DETAIL C3/C-501
7. PONDING AREA
8. CONCRETE WHEEL STOP, SEE DETAIL B3/C-501
9. CANTILEVER GATE, SEE DETAIL A1/C-504
10. SWING GATE, SEE DETAIL A1/C-502
11. SEPTIC TANK AND ABSORPTIVE DRAINFIELD, SEE DETAIL C3/C-503
12. 24" CURB & GUTTER, SEE DETAIL B1/C-501
13. 24" CURB & GUTTER, DROP LIP, SEE DETAIL B2/C-501
14. LIGHT POLE, REFER TO ELECTRICAL PLANS
15. 6" WIDE x2" HIGH - RETAINING WALL CUT OUTS FOR DRAINAGE, TYPICAL, SEE DETAIL B5/C-101

NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES
2. ALL STRIPING DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE OR TO BACK OF CURB UNLESS OTHERWISE NOTED
3. ALL STRIPING IS TO BE 4" WIDE WHITE STRIPE UNLESS OTHERWISE NOTED
4. ALL DIMENSIONS ARE MEASURED TO BACK OF CURB UNLESS OTHERWISE NOTED
5. SCORE CONCRETE SIDEWALK IN CONFORMANCE WITH SPECIFICATIONS AND DETAIL SHEET C-501
6. MAINTAIN A MINIMUM 3 FOOT WIDTH ON ALL SIDEWALKS AND PATHS FOR HANDICAP ACCESSIBILITY
7. METAL GUIDES TO BE INSTALLED IN ALL ROLL-OFF AREA BAYS. 12" GUIDES TO BE PLACED ALONG THE SHORT END OF THE ROLL-OFF BAY AND 8" GUIDES ALONG THE LONG END OF THE ROLL OFF BAY SEE DETAILS C1 C3/S-502 AND A1/S-502. INSTALLATION TO BE COORDINATED WITH OWNER
8. 6"x2" WALL CUT OUT ALONG THE RETAINING WALL. CUT OUTS TO BE AT THE DOWNSTREAM CORNER AND MIDDLE OF THE WALL SEE DETAIL B4/S-502
9. SEE SHEET C-301 FOR CROSS-SECTIONS
10. COORDINATE ANY ADDITIONAL SIGNAGE WITH OWNER
11. FOR SIGNAGE PLAN SEE SHEET C-104
12. FOR JOINTING CONTROL PLAN SEE SHEET C-103



B5 DRAINAGE CUT OUTS
NTS



A3 METAL GUIDES AND DRAINAGE CUT OUTS
1" = 10'

LEGEND

- PROPERTY LINE
- CHAIN LINK FENCE, SEE DETAIL C1/C-505
- 24" CURB AND GUTTER, SEE DETAILS B1,B2/C-501
- SIGN, SEE SHEET C-203
- 101 CONTROL POINT AND NUMBER, SEE SHEET C-601
- CONCRETE PAVING, SEE DETAIL D3/C-501
- LIGHT DUTY ASPHALT, SEE DETAIL D2/C-501

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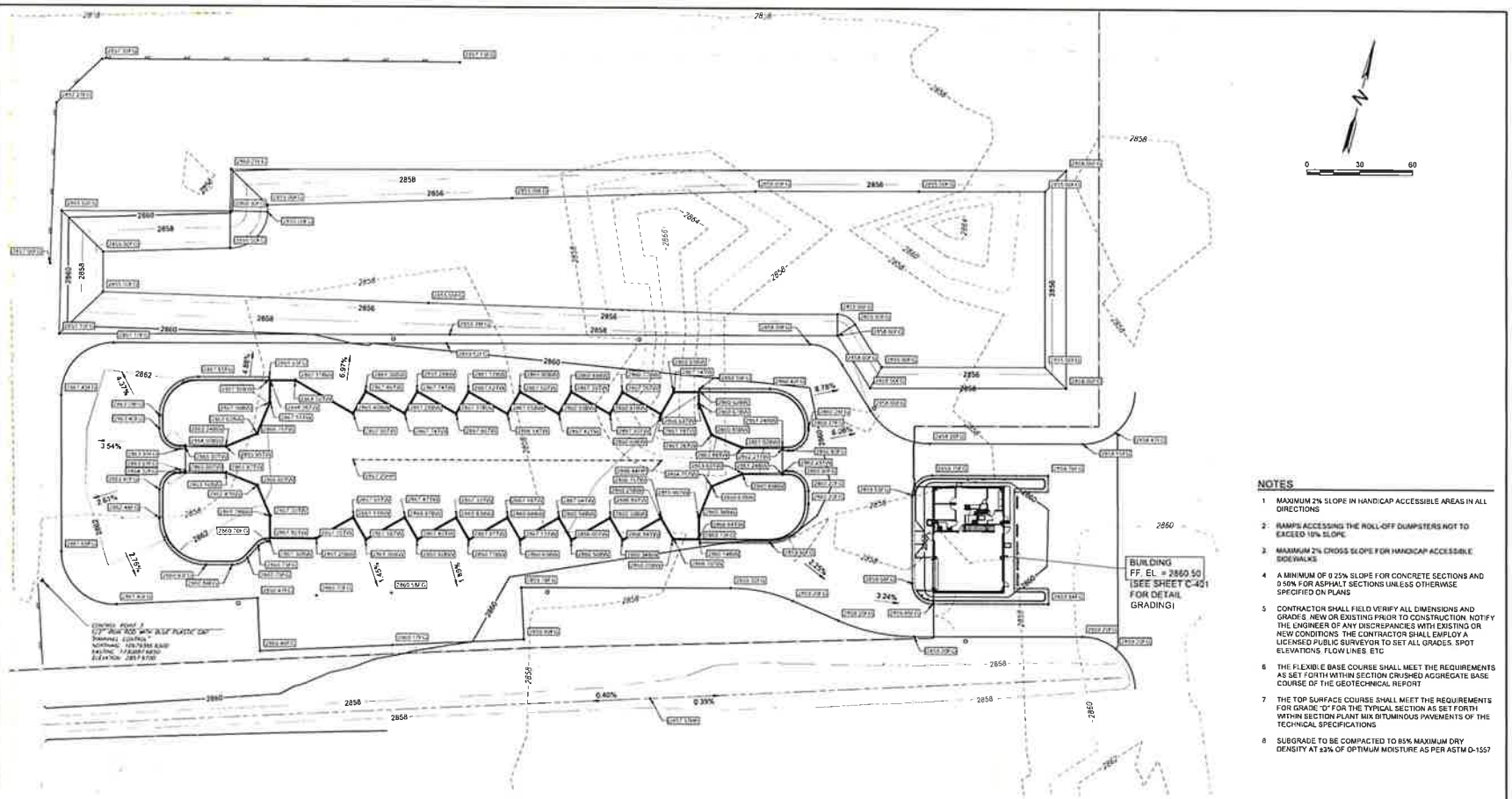
PROJECT NO.
6119.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

West CCS
Site Layout
Plan

C-101

FILE NAME: A:\2021\6119.21\03_DSGN\01_DWG\050_CIVIL\C-101\6119-21.dwg LAYOUT NAME: C-101 PRINTED: Tuesday, October 31, 2023 - 10:40am USER: SHarvey



NOTES

1. MAXIMUM 2% SLOPE IN HANDICAP ACCESSIBLE AREAS IN ALL DIRECTIONS
2. RAMPS ACCESSING THE ROLL-OFF DUMPSTERS NOT TO EXCEED 10% SLOPE
3. MAXIMUM 2% CROSS SLOPE FOR HANDICAP ACCESSIBLE SIDEWALKS
4. A MINIMUM OF 0.25% SLOPE FOR CONCRETE SECTIONS AND 0.50% FOR ASPHALT SECTIONS UNLESS OTHERWISE SPECIFIED ON PLANS
5. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND GRADES. NEW OR EXISTING PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH EXISTING OR NEW CONDITIONS. THE CONTRACTOR SHALL EMPLOY A LICENSED PUBLIC SURVEYOR TO SET ALL GRADES, SPOT ELEVATIONS, FLOW LINES, ETC
6. THE FLEXIBLE BASE COURSE SHALL MEET THE REQUIREMENTS AS SET FORTH WITHIN SECTION CRUSHED AGGREGATE BASE COURSE OF THE GEOTECHNICAL REPORT
7. THE TOP SURFACE COURSE SHALL MEET THE REQUIREMENTS FOR GRADE "D" FOR THE TYPICAL SECTION AS SET FORTH WITHIN SECTION PLANT MIX BITUMINOUS PAVEMENTS OF THE TECHNICAL SPECIFICATIONS
8. SUBGRADE TO BE COMPACTED TO 95% MAXIMUM DRY DENSITY AT ±3% OF OPTIMUM MOISTURE AS PER ASTM D-1557

GRADING LEGEND

- 2860 — PROPOSED MAJOR CONTOUR ELEVATION
- 2858 — EXISTING CONTOUR
- GRADE BREAK
- SWALE
- 2858.20FG NEW SPOT ELEVATION, TOP OF FINISHED GRADE
- 2857.37HP NEW SPOT ELEVATION, HIGH POINT
- 2867.27TW NEW SPOT ELEVATION, TOP OF WALL
- 2860.27BW NEW SPOT ELEVATION, BOTTOM OF WALL
- 1.50% DIRECTION OF FLOW AND VALUE

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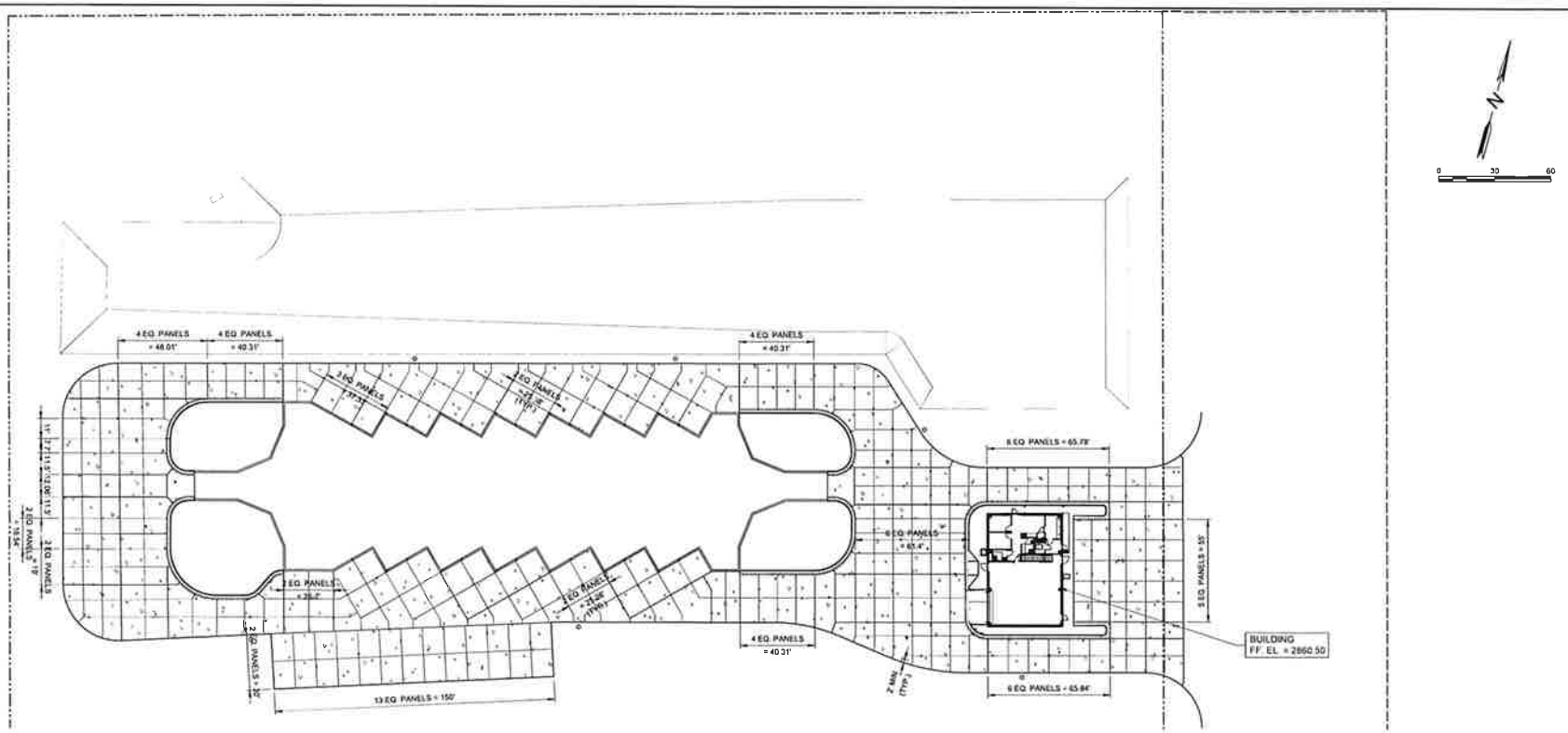
PROJECT NO:
5113.21 - WEST
40019.22 - NORTH

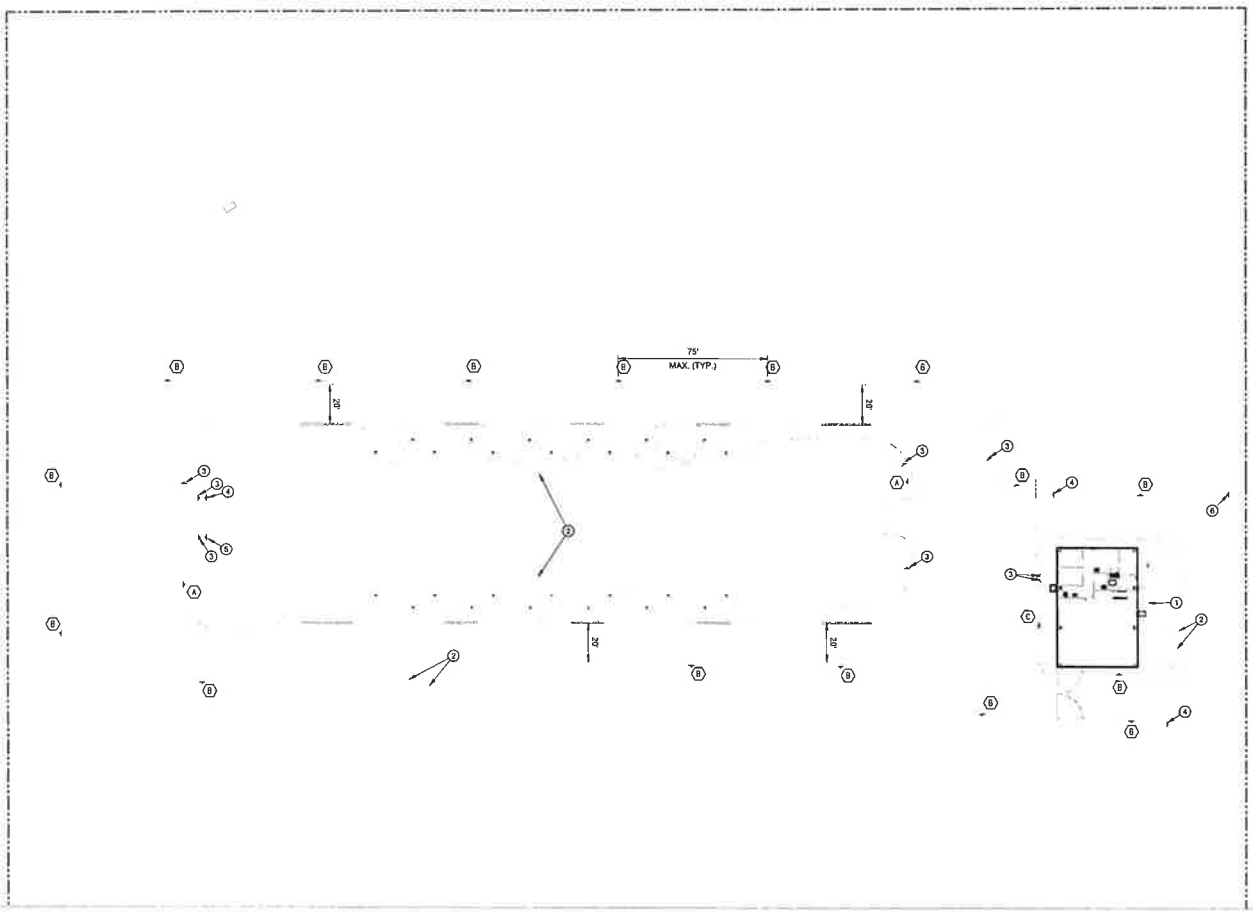
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

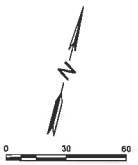
West CCS
Site Grading
Plan

C-102

FILE NAME: A:\2021\5113.21\03_DESIGN\01_DWG\050_CIVIL\C-102.4113-21.dwg LAYOUT NAME: C-102 PRINTED: Tuesday, October 31, 2023 - 10:07am USER: SHarvey


4 EQ. PANELS = 46.01'
4 EQ. PANELS = 40.31'
4 EQ. PANELS = 40.31'
2 EQ. PANELS = 37.33'
2 EQ. PANELS = 37.33'
2 EQ. PANELS = 37.33







LETTERING - RED
BACKGROUND - WHITE
BORDER - BLACK

C5 FIRE LANE SIGNS
NOT TO SCALE

NOTES

1. ALL STRIPING DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE OR TO BACK OF CURB UNLESS OTHERWISE NOTED
2. ALL STRIPING IS TO BE 4" WIDE WHITE STRIPE UNLESS OTHERWISE NOTED
3. COORDINATE ANY ADDITIONAL SIGNAGE WITH OWNER.

KEYED NOTES

1. ACCESSIBLE SPACE SIGN. SEE DETAIL C5/C-501
2. 4" WIDE WHITE STRIPE
3. METAL SIGN "DO NOT ENTER", SEE DETAIL D2/C-502
4. METAL SIGN "STOP", SEE DETAIL D2/C-502
5. METAL SIGN "ONE-WAY", SEE DETAIL D2/C-502
6. ADDRESS SIGN. SEE DETAIL D1/C-502
7. NEW FIRE LANE SIGN AND TYPE. SEE DETAIL C5/C-104

LEGEND

- SIGN
- NO PARKING FIRE LANE. 6" WIDE RED BACKGROUND STRIPE WITH 3' HIGH WHITE LETTERS WITH A ONE-HALF INCH STROKE STATING "FIRE LANE - TOW AWAY ZONE" TO BE PAINTED UPON THE RED STRIPE EVERY 50' ALONG THE ENTIRE LENGTH OF THE FIRE LANE.
- NEW FIRE LANE SIGN AND TYPE. SEE DETAIL C5/C-104

SITE DATA - PARKING	MIN. REQUIRED	PROVIDED
STANDARD SPACES	2	3
ACCESSIBLE SPACES	1	2
TOTAL		5

NOTE
PARKING SPACES ARE CALCULATED BASED ON CITY OF MIDLAND ZONING ORDINANCE SECTION 8.02 FOR AN INDUSTRIAL USE THAT IS NOT SPECIFICALLY LISTED IN TABLE 6. THE FACILITY IS REQUIRED TO HAVE ONE SPACE FOR EACH TWO EMPLOYEES PER MAXIMUM SHIFT OR ONE SPACE PER EACH 1,000 SQUARE FEET OF FLOOR AREA, WHICH EVER IS GREATER. THE BUILDING IS ~2,445 SQUARE FEET. THE MAXIMUM OCCUPANCY PER SHIFT IS EXPECTED TO BE 4

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PROJECT NO.
6110.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

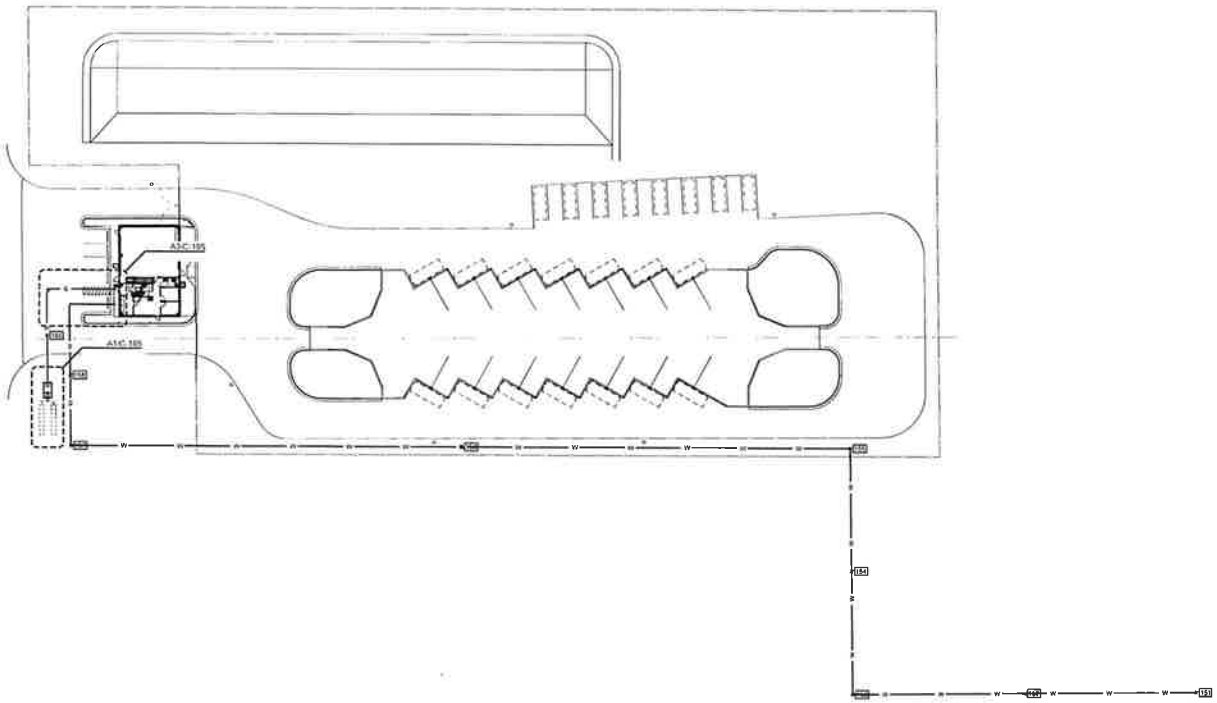
West CCS Signage Control Plan

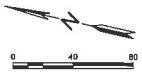
C-104

FILE NAME: A:\2021\6119.21\03_DESIGN\01_DWG\05_CIVIL\C-104-6119.21.dwg LAYOUT NAME: C.104 PRINTED: Tuesday, October 31, 2023 - 10:09am USER: Sharvey

PACKET 8.525 December 12, 2023

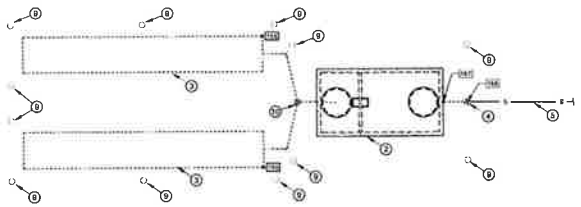
FILE NAME: A:\2022\40015.22\03_DSGN\01_DWG\050_CIVIL\C-105-40015-22.dwg LAYOUT NAME: C-105 PRINTED: Tuesday, October 31, 2023 - 10:18am USER: SHarvey





CONTROL POINTS

POINT NAME	NORTHING	EASTING	DESCRIPTION
151	6738154.55	855135.07	TAP SADDLE
152	6738286.54	855108.53	WATER LINE
153	6738378.53	855081.98	WATER LINE
154	6738397.58	855162.25	WATER LINE
155	6738416.65	855242.51	WATER LINE
156	6738670.17	855184.65	WATER LINE
157	6738823.69	855127.18	WATER LINE
158	6738834.58	855172.83	WATER LINE
159	6738845.42	855218.67	WATER LINE
160	6739830.36	855222.17	SEWER LINE
161	6739839.02	855230.43	SEWER LINE
162	6739880.43	855225.48	SEWER LINE
163	6739862.38	855225.00	CLEANOUT
164	6739861.02	855223.06	SEWER LINE
165	6739855.36	855195.08	SEWER LINE
166	6738849.74	855166.87	CLEANOUT
167	6738848.28	855164.92	SEPTIC TANK
168	6738850.30	855149.07	DRAIN FIELD
169	6738839.60	855151.61	DRAIN FIELD



A1 PLAN DETAIL
NOT TO SCALE
ABSORPTIVE SYSTEM

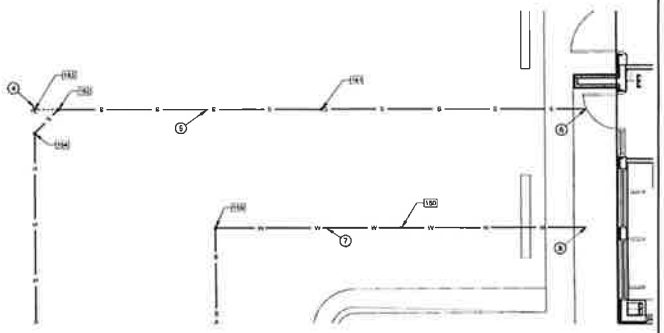
KEY NOTES

AS INDICATED BY (00)

1 EXISTING WATER WELL. 2" WATER LINE CONNECTION
2 SEPTIC TANK. SEE DETAIL C3/C-504
3 ABSORPTIVE DRAINFIELD. SEE DETAIL C1/C-504
4 CLEANOUT. SEE DETAIL B1/C-504
5 4" SEWER LINE
6 SEWER CONNECTION. SEE PLUMBING PLANS FOR CONTINUATION
7 2" WATER LINE
8 WATER CONNECTION. SEE PLUMBING PLANS FOR CONTINUATION
9 BOLLARD. SEE DETAIL C3/C-501
10 DIVERTER VALVE

GENERAL NOTES

1 CONTRACTOR SHALL OBTAIN A SOIL EVALUATION REPORT FOR SEPTIC SYSTEM SUITABILITY IN THE AREA PRIOR TO DESIGN AND CONSTRUCTION
2 CONTRACTOR SHALL SIZE THE SEPTIC TANK FOR THIS FACILITY IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
3 CONTRACTOR SHALL SIZE THE ABSORPTION FIELD IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
4 FOR REDUNDANCY CONTRACTOR SHALL INSTALL TWO ADEQUATELY SIZED ABSORPTION FIELDS SEPARATED BY DIVERTER VALVE
5 CONTRACTOR SHALL PROTECT SEPTIC TANK AND ABSORPTION FIELD WITH BOLLARDS. BOLLARDS SHALL BE OFFSET BY ONE FOOT FROM THE LIMITS OF THE INSTALLED SEPTIC TANK AND ABSORPTION FIELD
6 CONTRACTOR SHALL COORDINATE WITH LOCAL OSSF PERMITTING AUTHORITY TO ACQUIRE ALL NECESSARY AUTHORIZATION OF OSSF SYSTEM



A3 PLAN DETAIL
NOT TO SCALE
BUILDING CONNECTION

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10/31/2023

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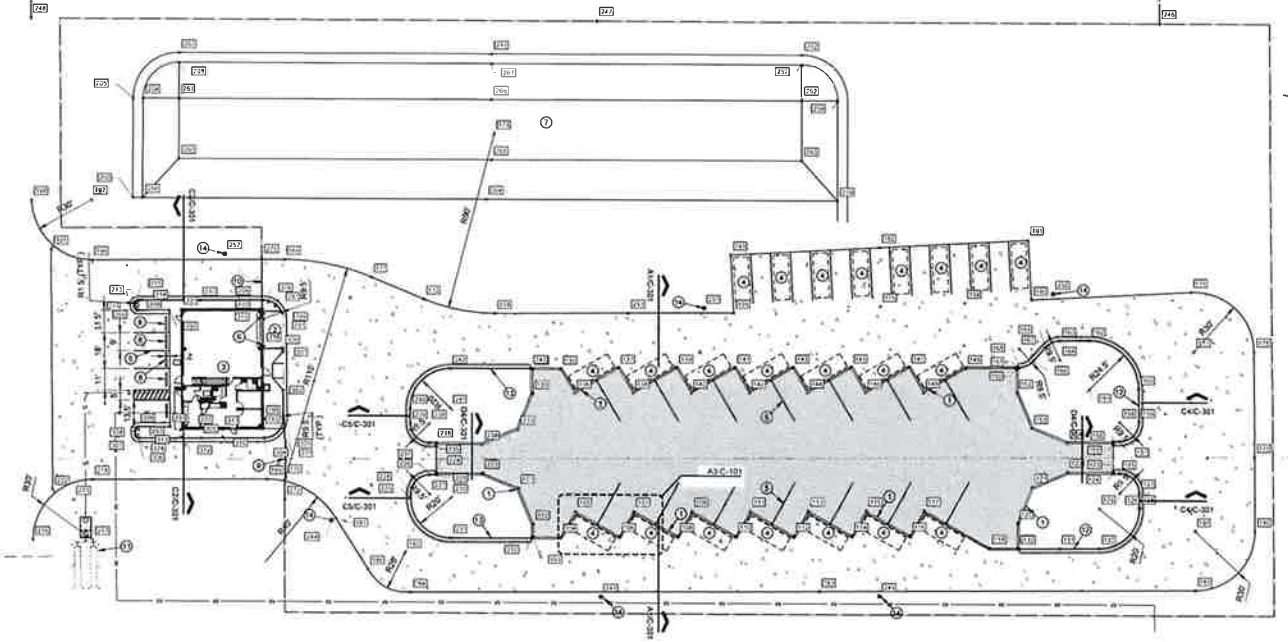
PROJECT NO.
8119.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

North CCS Site Utility Plan

C-105



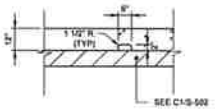
0 30 60

KEYED NOTES

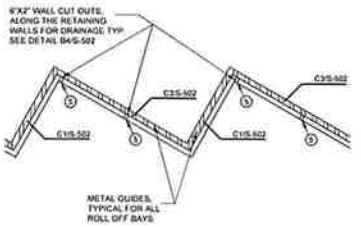
1. 10" CONCRETE RETAINING WALL, SEE DETAIL B4/S-502
2. CONCRETE DRIVEWAY FOR BUILDING ACCESS
3. BUILDING REF. ARCH
4. ROLL-OFF AREA
5. 4" WIDE WHITE STRIPE
6. BOLLARD, SEE DETAIL C3/C-501
7. PONDING AREA
8. CONCRETE WHEEL STOP, SEE DETAIL B3/C-501
9. CANTILEVER GATE, SEE DETAIL A1/C-504
10. SAWTOOTH CURB & GUTTER, SEE DETAIL C1/C-501
11. SEPTIC TANK AND ABSORPTIVE DRAINFIELD, SEE DETAIL C3/C-503
12. 24" CURB & GUTTER, SEE DETAIL B1/C-501
13. 24" CURB & GUTTER, DROP LIP, SEE DETAIL B2/C-501
14. LIGHT POLE, REFER TO ELECTRICAL PLANS
15. 6" WIDE x2" HIGH - RETAINING WALL CUT OUTS FOR DRAINAGE, TYPICAL. SEE DETAIL A3/C-106

NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES
2. ALL STRIPING DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE OR TO BACK OF CURB UNLESS OTHERWISE NOTED
3. ALL STRIPING IS TO BE 4" WIDE WHITE STRIPE UNLESS OTHERWISE NOTED
4. ALL DIMENSIONS ARE MEASURED TO BACK OF CURB UNLESS OTHERWISE NOTED
5. SCORE CONCRETE SIDEWALK IN CONFORMANCE WITH SPECIFICATIONS AND DETAIL SHEET C-501
6. MAINTAIN A MINIMUM 3 FOOT WIDTH ON ALL SIDEWALKS AND PATHS FOR HANDICAP ACCESSIBILITY
7. METAL GUIDES TO BE INSTALLED IN ALL ROLL-OFF AREA BAYS. 12" GUIDES TO BE PLACED ALONG THE SHORT END OF THE ROLL-OFF BAY AND 8" GUIDES ALONG THE LONG END OF THE ROLL OFF BAY SEE DETAILS C1 C3/S-502 AND A1/S-502. INSTALLATION TO BE COORDINATED WITH OWNER.
8. 8"x2" WALL CUT OUT ALONG THE RETAINING WALL. CUT OUTS TO BE AT THE DOWNSTREAM CORNER AND MIDDLE OF THE WALL SEE DETAIL B4/S-502
9. SEE SHEET C-301 FOR CROSS-SECTIONS
10. COORDINATE ANY ADDITIONAL SIGNAGE WITH OWNER
11. FOR SIGNAGE PLAN SEE SHEET C-104
12. FOR JOINTING CONTROL PLAN SEE SHEET C-103



A3 DRAINAGE CUT OUTS
NTS



C4 METAL GUIDES AND DRAINAGE CUT OUTS
1" = 10'

LEGEND

- PROPERTY LINE
- CHAIN LINK FENCE, SEE DETAIL C1/C-505
- 24" CURB AND GUTTER, SEE DETAILS B1, B2/C-501
- SIGN, SEE SHEET C-203
- 101 CONTROL POINT AND NUMBER, SEE SHEET C-801
- CONCRETE PAVING, SEE DETAIL D3/C-501
- CONCRETE SIDEWALK, SEE DETAIL B4/C-501
- LIGHT DUTY ASPHALT, SEE DETAIL D2/C-501

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10/31/2023

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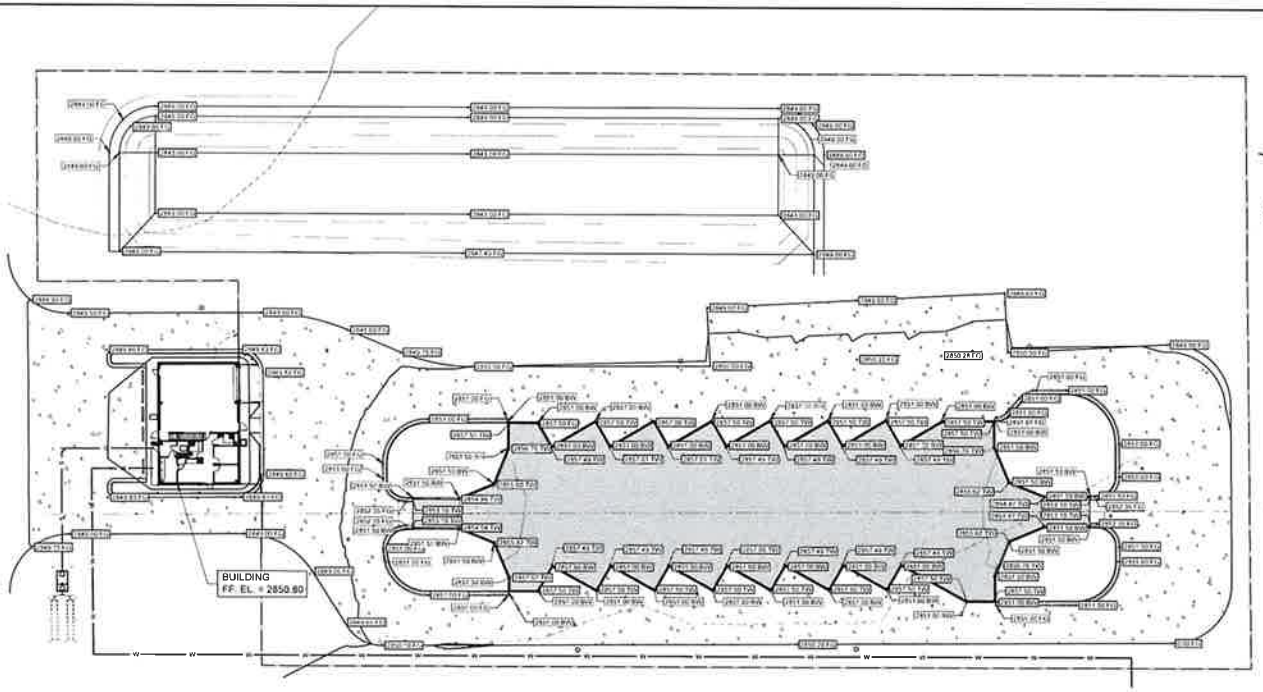
PROJECT NO.
5119.71 - WEST
5203.22 - NORTH

DATE	DESCRIPTION
10/31/2023	Issue for Proposal

North CCS Site Layout Plan

C-106

FILE NAME: A:\2022\40\15.22\03_DSGN\01_CIVIL\C-106-40115-22.dwg LAYOUT NAME: C-106 PRINTED: Tuesday, October 31, 2023 - 10:44am USER: Shanley



0 30 60

NOTES

1. MAXIMUM 2% SLOPE IN HANDICAP ACCESSIBLE AREAS IN ALL DIRECTIONS
2. RAMPS ACCESSING THE ROLL-OFF DUMPSTERS NOT TO EXCEED 10% SLOPE
3. MAXIMUM 2% CROSS SLOPE FOR HANDICAP ACCESSIBLE SIDEWALKS
4. A MINIMUM OF 0.25% SLOPE FOR CONCRETE SECTIONS AND 0.50% FOR ASPHALT SECTIONS UNLESS OTHERWISE SPECIFIED ON PLANS
5. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND GRADES NEW OR EXISTING PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH EXISTING OR NEW CONDITIONS. THE CONTRACTOR SHALL EMPLOY A LICENSED PUBLIC SURVEYOR TO SET ALL GRADES, SPOT ELEVATIONS, FLOW LINES, ETC.
6. THE FLEXIBLE BASE COURSE SHALL MEET THE REQUIREMENTS AS SET FORTH WITHIN SECTION CRUSHED AGGREGATE BASE COURSE OF THE GEOTECHNICAL REPORT
7. THE TOP SURFACE COURSE SHALL MEET THE REQUIREMENTS FOR GRADE "D" FOR THE TYPICAL SECTION AS SET FORTH WITHIN SECTION PLANT MIX BITUMINOUS PAVEMENTS OF THE TECHNICAL SPECIFICATIONS.
8. SUBGRADE TO BE COMPACTED TO 95% MAXIMUM DRY DENSITY AT ±3% OF OPTIMUM MOISTURE AS PER ASTM D-1557

GRADING LEGEND

- 2860 — PROPOSED MAJOR CONTOUR ELEVATION
- 2855 - - - EXISTING CONTOUR
- GRADE BREAK
- SWALE
- 2858.20FG NEW SPOT ELEVATION, TOP OF FINISHED GRADE
- 2857.37HP NEW SPOT ELEVATION, HIGH POINT
- 2867.27TW NEW SPOT ELEVATION, TOP OF WALL
- 2860.27BW NEW SPOT ELEVATION, BOTTOM OF WALL
- 1.50% DIRECTION OF FLOW AND VALUE

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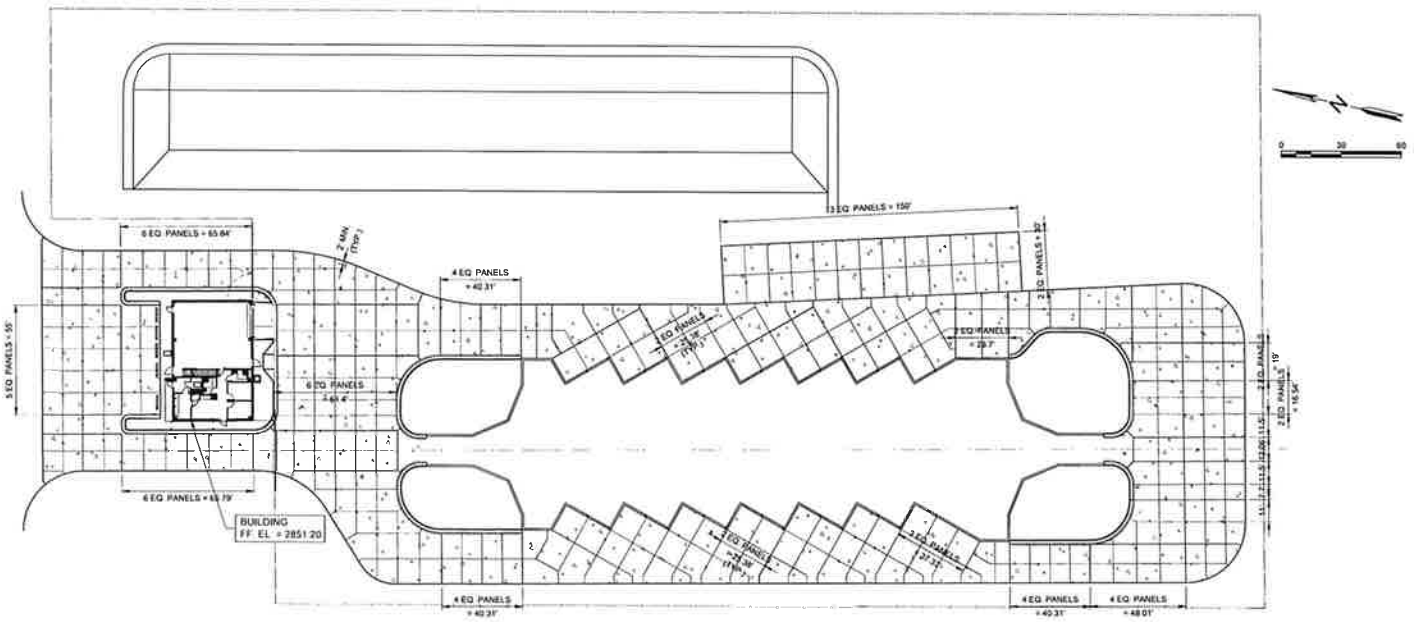
PROJECT NO.
6318.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

North CCS Site Grading Plan

C-107

FILE NAME: A:\2022\40015.22\03_DSGN\01_DWG\050_CIVIL\C-107-40015-22.dwg LAYOUT NAME: C-107 PRINTED: Tuesday, October 31, 2023 - 10:12am USER: SHarvey



NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES
2. SCORE CONCRETE SIDEWALK IN CONFORMANCE WITH SPECIFICATIONS AND DETAIL SHEET C-501
3. JOINT SPACING IS TO BE LESS THAN 30 TIMES THE CONCRETE SLAB THICKNESS IN FEET E G 4"=0 33 *30=10'
4. CONCRETE PANELS SHOULD BE SQUARE OR NEARLY SQUARE THE LENGTH SHOULD NOT EXCEED 1 5 TIMES THE WIDTH L-SHAPED PANELS SHOULD BE AVOIDED
5. THE JOINTING PLAN IS ONLY A RECOMMENDATION AND NOT A FINAL LAYOUT
6. MAINTAIN A MINIMUM 3 FOOT WIDTH ON ALL SIDEWALKS AND PATHS FOR HANDICAP ACCESSIBILITY
7. SEE SHEET C-301 FOR CROSS-SECTIONS

LEGEND

- 24" CURB AND GUTTER SEE, DETAIL B1,B2/C-501
- CONCRETE PAVING, SEE DETAIL D2/C-501
- EXPANSION JOINT, SEE DETAIL A1/C-501
- CONTRACTION JOINT, SEE DETAIL A2/C-501
- CONSTRUCTION JOINT, SEE DETAIL A4/C-501

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City Of Midland

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City of Midland, Texas

300 N. Loraine
Midland, TX

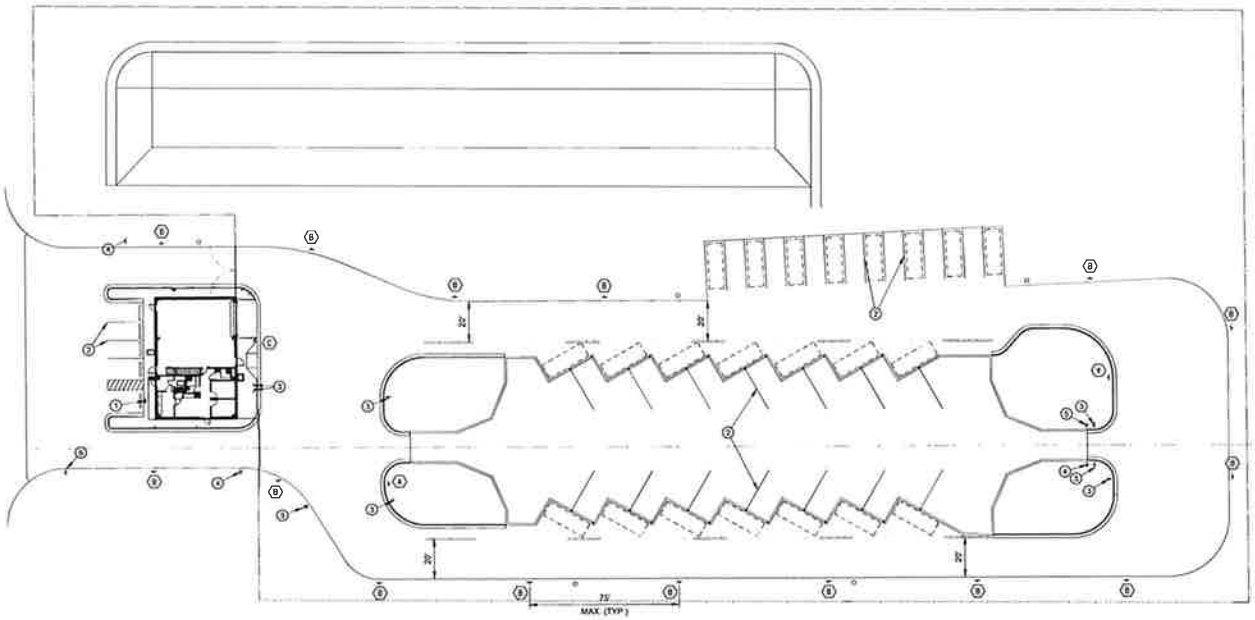
PROJECT NO
81121 - WCST
40015.22 - NORTH

	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

North CCS Pavement Jointing Plan

C-108

FILE NAME: A:\2022\40015.22\03_DSGN\01_DWG\05D_CIVIL\C-108-40015-22.dwg LAYOUT NAME: C-108 PRINTED: Tuesday, October 31, 2023 - 10:13am USER: Sharvey







LETTERING - RED
BACKGROUND - WHITE
BORDER - BLACK

C5 FIRE LANE SIGNS
NOT TO SCALE

NOTES

1. ALL STRIPING DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE OR TO BACK OF CURB. MARKED WITH (F) DENOTES DIMENSIONED TO FACE OF CURB.
2. ALL STRIPING IS TO BE 4" WIDE WHITE STRIPE UNLESS OTHERWISE NOTED.
3. COORDINATE ANY ADDITIONAL SIGNAGE WITH OWNER.

KEYED NOTES

1. ACCESSIBLE SPACE SIGN. SEE DETAIL C5/C-501
2. 4" WIDE WHITE STRIPE
3. METAL SIGN "DO NOT ENTER", SEE DETAIL D2/C-502
4. METAL SIGN "STOP", SEE DETAIL D2/C-502
5. METAL SIGN "ONE-WAY", SEE DETAIL D3/C-502
6. ADDRESS SIGN, SEE DETAIL D1/C-502
7. NEW FIRE LANE SIGN AND TYPE. SEE DETAIL C5/C-104

LEGEND

- SIGN
- NO PARKING FIRE LANE 6" WIDE RED BACKGROUND STRIPE WITH 3" HIGH WHITE LETTERS WITH A ONE HALF INCH STROKE STATING "FIRE LANE - TOW AWAY ZONE" TO BE PAINTED UPON THE RED STRIPE EVERY 50' ALONG THE ENTIRE LENGTH OF THE FIRE LANE.
- NEW FIRE LANE SIGN AND TYPE. SEE DETAIL C5/C-104.

SITE DATA - PARKING	MIN. REQUIRED	PROVIDED
STANDARD SPACES	2	3
ACCESSIBLE SPACES	1	2
TOTAL		5

NOTE
PARKING SPACES ARE CALCULATED BASED ON CITY OF MIDLAND ZONING ORDINANCE SECTION 6.02 FOR AN INDUSTRIAL USE THAT IS NOT SPECIFICALLY LISTED IN TABLE 6. THE FACILITY IS REQUIRED TO HAVE ONE SPACE FOR EACH TWO EMPLOYEES PER MAXIMUM SHIFT OR ONE SPACE PER EACH 1,000 SQUARE FEET OF FLOOR AREA, WHICH EVER IS GREATER. THE BUILDING IS ~2,445 SQUARE FEET. THE MAXIMUM OCCUPANCY PER SHIFT IS EXPECTED TO BE 4.

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10/31/2023

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300 N. Loraine
Midland, TX

PROJECT NO
0119 21 - WEST
40015 22 - NORTH

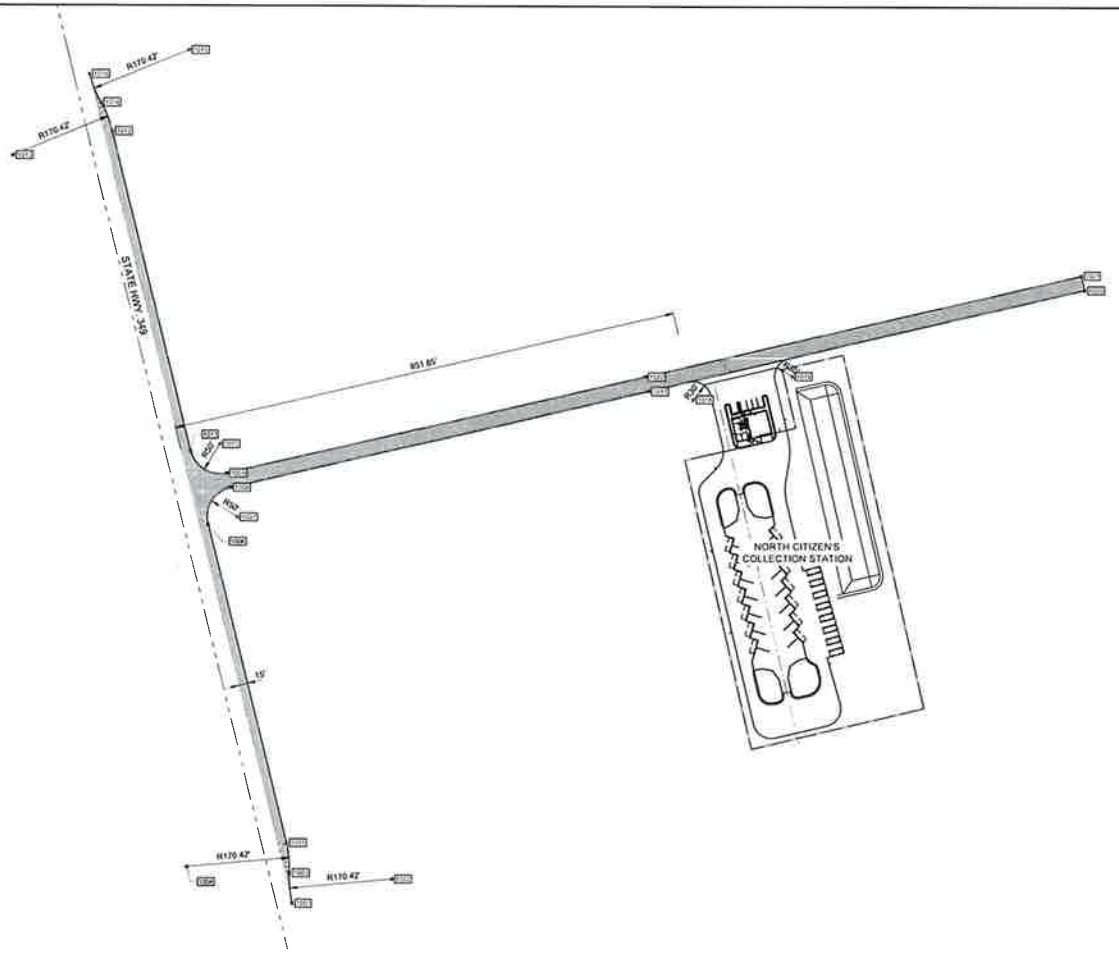
#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

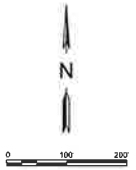
North CCS Signage Control Plan

C-109

FILE NAME: A:\2022\40015 22\03_DSGN\01_DWG\050_CIVIL\C-109-40015 22.dwg | LAYOUT NAME: C-109 | PRINTED: Tuesday, October 31, 2023 - 10:14am | USER: SHarvey

FILE NAME: A:\2022\40015.22\02_DSGN\01_DWG\C50_CIV\LC-110-40015.22.dwg LAYOUT NAME: C-110 PRINTED: Tuesday, October 31, 2023 - 10:15am USER: SHarvey





CONTROL POINT TABLE		
POINT #	NORTHING	EASTING
1001	6739098.53	854483.30
1002	6739138.61	854646.94
1003	6739148.88	854478.83
1004	6739159.18	854308.72
1005	6739169.25	854474.38
1006	6738733.25	854345.16
1007	6739745.01	854393.78
1008	6739793.71	854382.45
1009	6739817.92	854376.17
1010	6739856.62	854364.66
1011	6739854.88	854316.26
1012	6740388.75	854186.85
1013	6740349.67	854021.21
1014	6740436.58	854187.80
1015	6740523.49	854314.39
1016	6740483.42	854148.76
1017	6739955.64	855079.69
1018	6739942.24	855154.57
1019	6739980.79	855320.55
1020	6740125.57	855811.33
1021	6740149.92	855805.68
1022	6739980.00	855074.03

GENERAL NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES
2. CONTRACTOR'S TRAFFIC CONTROL PLAN SHALL CONFORM TO ALL TXDOT REQUIREMENTS

LEGEND

- NEW CONSTRUCTION
- CHAIN LINK FENCE, SEE DETAIL C1/C-505
- 1001 CONTROL POINT AND NUMBER, SEE TABLE THIS SHEET
- HEAVY DUTY ASPHALT, SEE DETAIL D1/C-501

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10/31/2023

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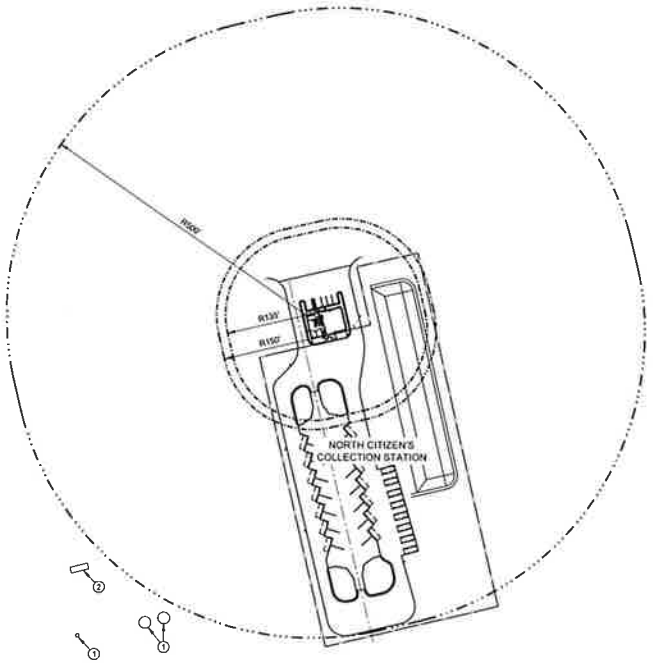
PROJECT NO.
611021 - WEST
40015.22 - NORTH

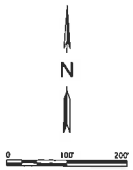
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

North CCS Site Access Plan

C-110

FILE NAME: A:\2022\40015.22\02_DSGN\01_DWG\050_CIVIL\C-111-40015-22.dwg LAYOUT NAME: C-111 PRINTED: Tuesday, October 31, 2023 - 10:18am USER: SHarvey





GENERAL NOTES

1. NO OCCUPIED COMMERCIAL STRUCTURE OR OCCUPIED PUBLIC BUILDING SHALL BE WITHIN 500 FEET OF ANY OIL AND GAS WELL
2. NO PUBLICLY DEDICATED STREET OR ALLEY RIGHT-OF-WAY, WITHIN THE CITY OF MIDLAND SHALL BE WIHTIN 135 FEET OF ANY OIL AND GAS WELL
3. IN NO EVENT SHALL A BUILDING PERMIT BE ISSUED BY THE CITY OF MIDLAND FOR ANY PRIVATE RESIDENCE OR COMMERCIAL BUILDING TO BE CONSTRUCTED, EITHER IN WHOLE OR IN PART, WITHIN 300 FEET OF A PREVIOUSLY PERMITTED BUT UNDRILLED OIL AND GAS WELL OR 135 FEET OF AN EXISTING OIL AND GAS WELL OR WITHIN 150 FEET OF A PREVIOUSLY PERMITTED TANK BATTERY

KEY NOTES

AS INDICATED BY (##)

1 EXISTING TANK BATTERY
2 EXISTING PUMPJACK

LEGEND

- NEW CONSTRUCTION
- CHAIN LINK FENCE, SEE DETAIL C1/C-505
- 135-FT OFFSET FROM NEW BUILDING
- 150-FT OFFSET FROM NEW BUILDING
- 500-FT OFFSET FROM NEW BUILDING

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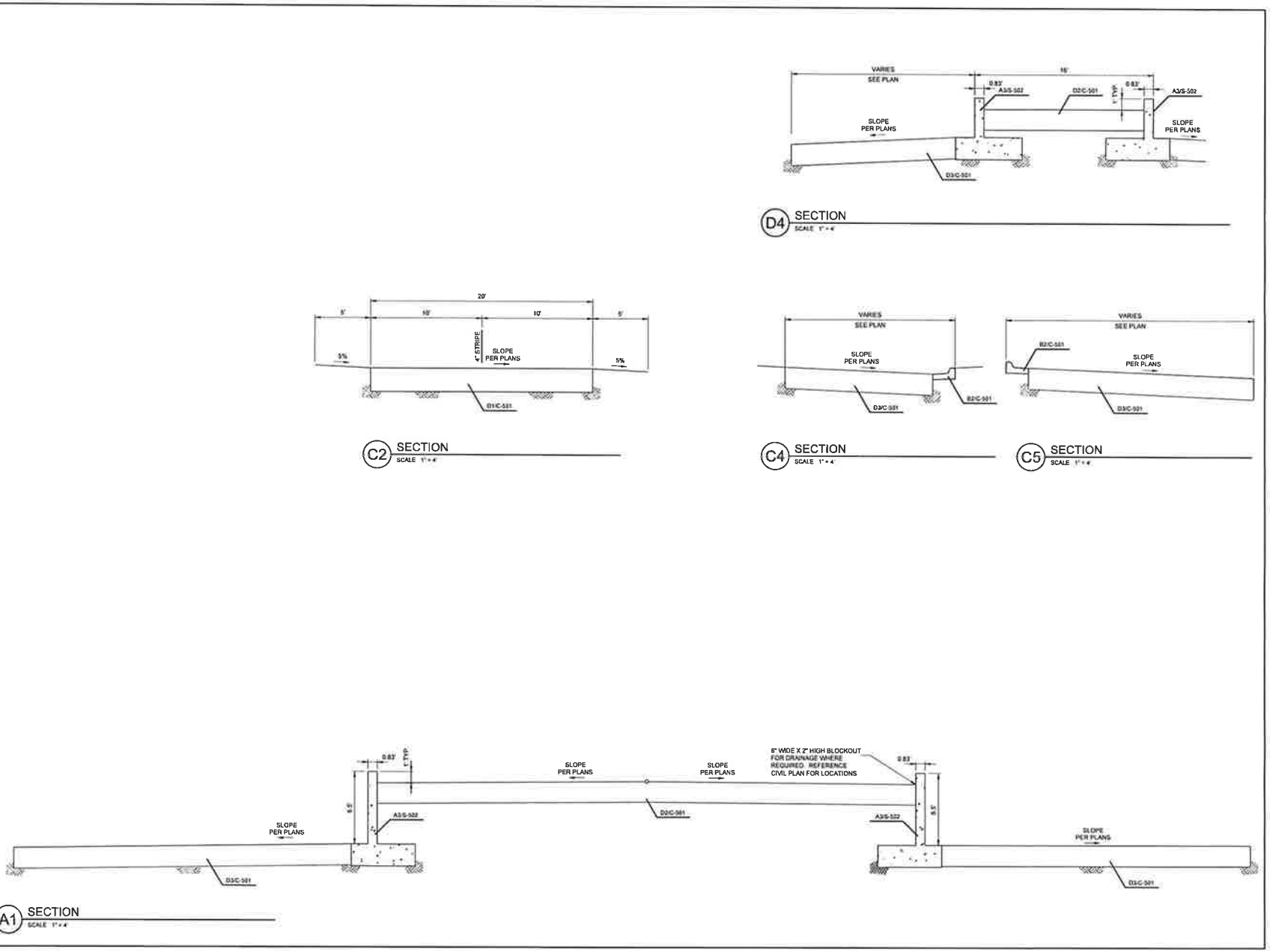
PROJECT NO.
5118.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

North CCS Proximity to Oil Field Equipment

C-111



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138737
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PROJECT NO.
8119 21 - WEST
40015 22 - NORTH

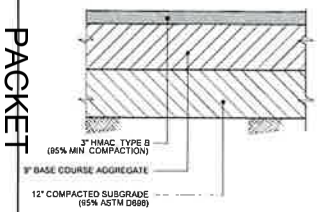
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Site
Cross Sections

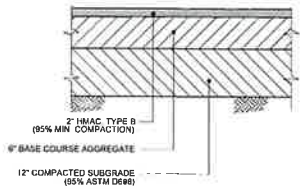
C-301

FILE NAME A:\2021\8119 21\03_DSGN\01_DWG\050_CIVIL\C-301-8119-21.dwg LAYOUT NAME C-301 PRINTED Tuesday, October 31, 2023 - 10:17am USER SHarvey

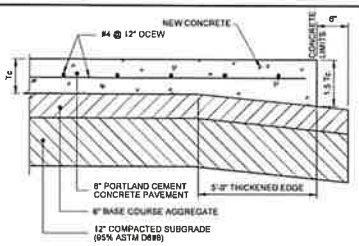
PACKET 8:53 December 12, 2023



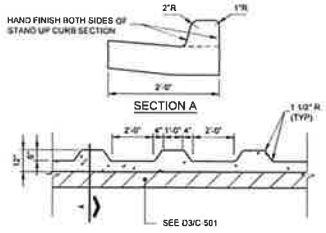
D1 HEAVY DUTY ASPHALT PAVEMENT SECTION
NO SCALE



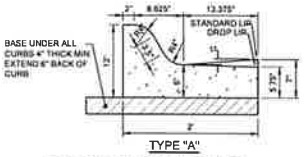
D2 LIGHT DUTY ASPHALT PAVEMENT SECTION
NO SCALE



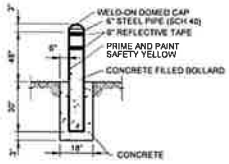
D3 TYPICAL CONCRETE PAVEMENT
NO SCALE



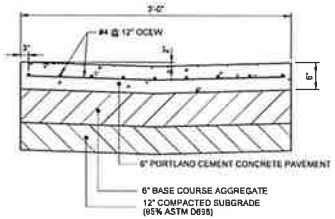
C1 SAWTOOTH CURB & GUTTER
NO SCALE



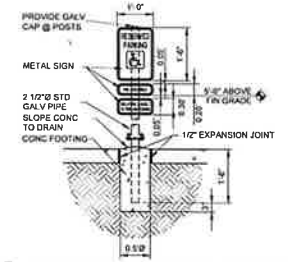
C2 6" CONCRETE CURB
NO SCALE



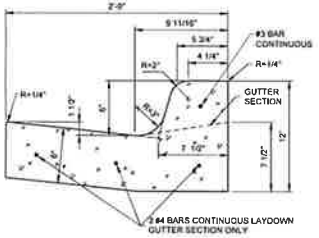
C3 BOLLARD DETAIL
NO SCALE



C4 36" VALLEY GUTTER
NO SCALE

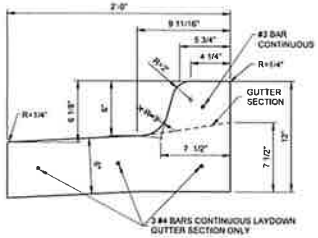


C5 STANDARD SIGNAGE ELEVATION
NO SCALE

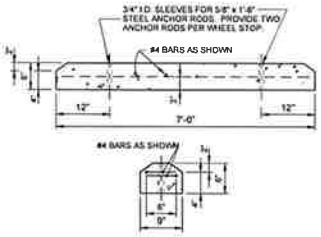


NOTE SCORE CONCRETE CURB AS SPECIFIED

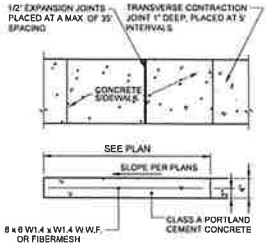
B1 24" CURB AND GUTTER
NO SCALE



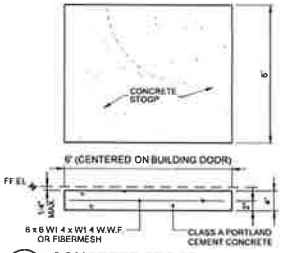
B2 DROP LIP CURB AND GUTTER
NO SCALE



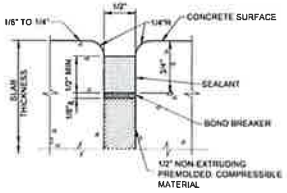
B3 PARKING WHEEL STOP
NO SCALE



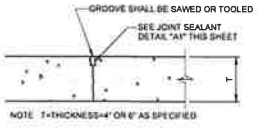
B4 SIDEWALK DETAIL
NO SCALE



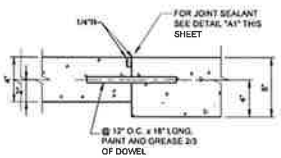
B5 CONCRETE STOOP
NO SCALE



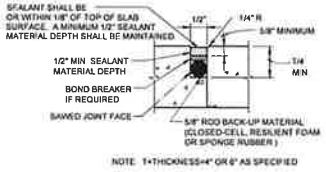
A1 1/2" EXPANSION JOINT SECTION
NO SCALE



A2 CONTRACTION JOINT
NO SCALE

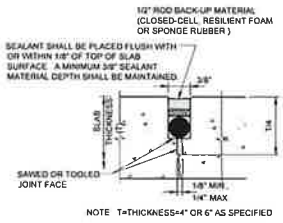


A3 DOWELED EXPANSION JOINT
NO SCALE



NOTE T=THICKNESS=4" OR 6" AS SPECIFIED

A4 CONSTRUCTION JOINT
NO SCALE



NOTE T=THICKNESS=4" OR 6" AS SPECIFIED

A5 SAWED/TOOLED CONTRACTION JOINT
NO SCALE

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City Of Midland

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Midland, TX

PROJECT NO
5133.21 - WEST
40015.22 - NORTH

- 10/31/2023 Issue for Proposal
* DATE DESCRIPTION

Detail Sheet
C-501

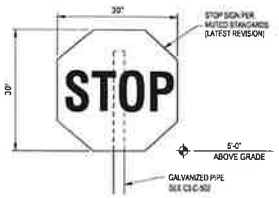
FILE NAME: A:\2021\5133.21\03_DSIGN\01_DWG\05D_CIVIL\C-501-61119-21.dwg LAYOUT NAME: C-501 PRINTED: Tuesday, October 31, 2023 - 10:18am USER: Sharvey

PACKET
8.534
December 12, 2023

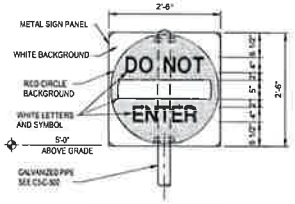


DOUBLE SIDED ADDRESS SIGN 18" WIDE x 10" HIGH BRUSHED ALUMINUM WITH 4 - 6" HIGH RECESSED NUMBERS (9135). 2 - 25" HIGH x 2" STEEL TUBES SET IN 6" x 6" x 12" DEEP CONCRETE FOOTING

D1 ADDRESS SIGN
NO SCALE



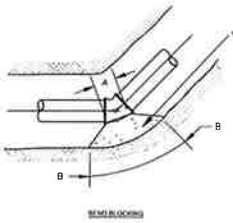
"STOP" SIGN



"DO NOT ENTER" SIGN



D2 METAL SIGNS
NO SCALE

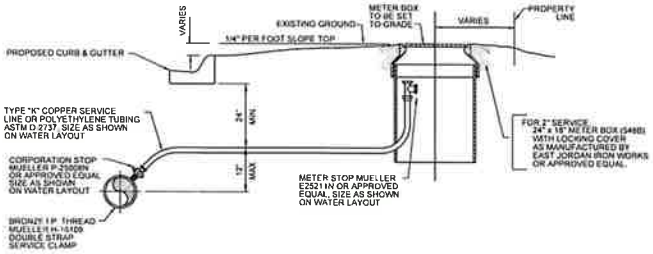


DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
3" TO 4"	0'-6"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-9"	1'-0"	1'-0"	1'-5"	1'-5"	1'-5"
6"	0'-7"	1'-0"	1'-0"	0'-9"	1'-0"	1'-0"	1'-2"	1'-0"	1'-0"	2'-0"	1'-5"	1'-5"
8"	0'-9"	1'-0"	1'-0"	1'-1"	1'-0"	1'-0"	1'-6"	1'-0"	1'-0"	2'-7"	1'-5"	1'-5"
10"	1'-0"	1'-0"	1'-0"	1'-4"	1'-0"	1'-0"	1'-10"	1'-0"	1'-0"	3'-2"	1'-5"	1'-5"
12"	1'-0"	1'-0"	1'-0"	1'-6"	1'-0"	1'-0"	2'-1"	1'-0"	1'-0"	3'-7"	1'-5"	1'-5"
14"	1'-1"	1'-0"	1'-0"	1'-8"	1'-0"	1'-0"	2'-4"	1'-0"	1'-0"	4'-0"	1'-5"	1'-5"
16"	1'-2"	1'-0"	1'-0"	1'-10"	1'-0"	1'-0"	2'-7"	1'-0"	1'-0"	4'-5"	1'-5"	1'-5"
18"	1'-3"	1'-0"	1'-0"	2'-0"	1'-0"	1'-0"	2'-10"	1'-0"	1'-0"	4'-10"	1'-5"	1'-5"

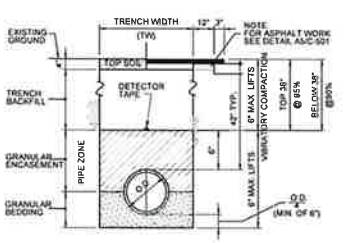
NOTE
BLOCKING FOR 14" AND 16" 90° BENDS AND ALL BENDS LARGER THEN 16" WILL BE AS SHOWN ON THE PLANS

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

C1 BLOCKING FOR BENDS
NO SCALE

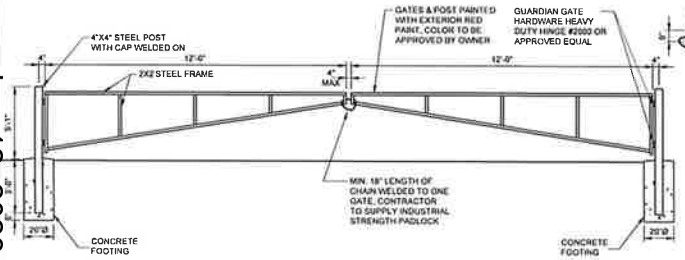


B1 TYPICAL WATER METER SERVICE CONNECTION
NO SCALE

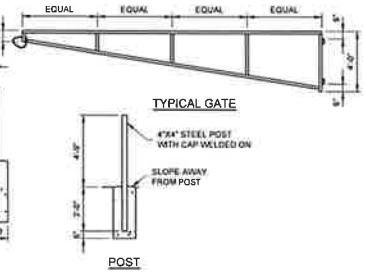


B3 PIPE ROCK BEDDING
NO SCALE

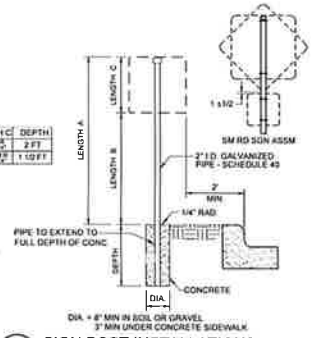
NOTES
A. ALL GRANULAR BEDDING AND ENCASEMENT SHALL BE THOROUGHLY COMPACTED BY MECHANICAL MEANS IN MAXIMUM 6" LIFTS. TO ACHIEVE OPTIMUM CONSOLIDATION OF MATERIAL. THIS MATERIAL SHALL BE CRUSHED STONE ASTM C33 GRADE No. 7 or 8
B. ALL ASPHALTIC ROADWAY, DRIVEWAY SURFACES, ETC SHALL BE SAW CUT PRIOR TO CONSTRUCTING WATER LINES / WATER SERVICES
C TRENCH BACKFILL MAY BE MATERIAL GENERATED FROM TRENCH EXCAVATION IF SUITABLE MATERIAL



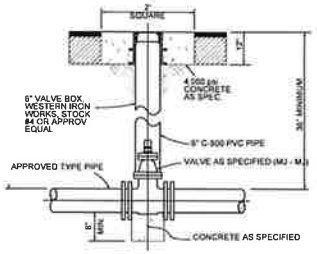
A1 SWING GATE
NO SCALE



LENGTH A	LENGTH B	LENGTH C	DEPTH
10 FT	7 FT	LARGER THAN C	2 FT
8 FT	7 FT	SMALLER THAN A	1 1/2 FT



C5 SIGN POST INSTALLATIONS
NO SCALE



B5 VALVE INSTALLATION
NO SCALE

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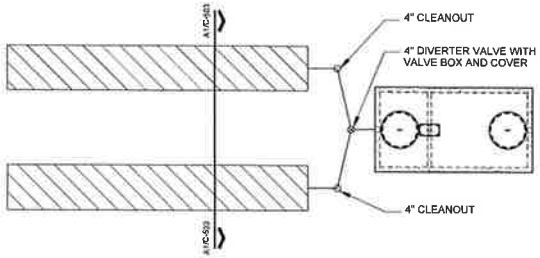
Midland, TX

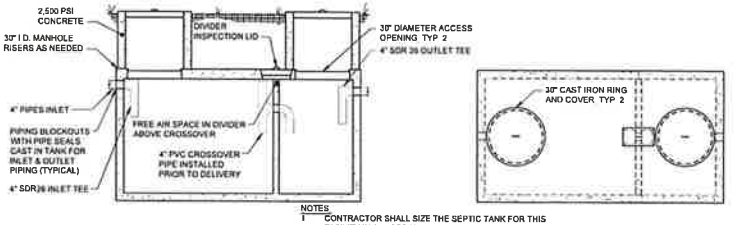
PROJECT NO.
6118.21 - WEST
40015.22 - NORTH

DATE	DESCRIPTION
10/31/2023	Issue for Proposal

Detail Sheet
C-502

FILE NAME: A:\2023\6118.21\02_DESIGN\01_DWG\05d_CIVIL\C-502-6118.21.dwg LAYOUT NAME: C-502 PRINTED: Tuesday, October 31, 2023 - 10:20am USER: SHarvey





SECTION VIEW

PLAN VIEW

NOTES
1. CONTRACTOR SHALL SIZE THE SEPTIC TANK FOR THIS FACILITY IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
2. CONTRACTOR SHALL PROTECT SEPTIC TANK WITH BOLLARDS
3. SEPTIC TANK SHALL BE A PRECAST CONCRETE SEPTIC TANK OR APPROVED EQUAL
4. SEPTIC TANK SHALL HAVE MINIMUM CAPACITY AS RECOMMENDED IN SITE EVALUATION REPORT

C3 SEPTIC TANK
NOT TO SCALE

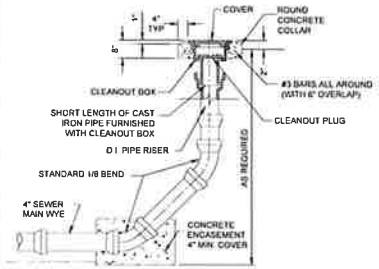
DESIGN ANALYSIS

1. CONTRACTOR SHALL OBTAIN A SOIL EVALUATION REPORT FOR SEPTIC SYSTEM SUITABILITY IN THE AREA PRIOR TO DESIGN AND CONSTRUCTION
2. CONTRACTOR SHALL COORDINATE WITH LOCAL OSSF PERMITTING AUTHORITY TO ACQUIRE ALL NECESSARY AUTHORIZATION OF OSSF SYSTEM

LEGEND

- 4" SANITARY SEWER (PVC, SDR 26)
- 36" HIGH CAPACITY LEACHING CHAMBER
- 4" DIVERTER VALVE
- 4" CLEAN OUT

C1 ABSORPTIVE DRAINFIELD LAYOUT
1" = 4'-0"



B1 CLEANOUT DETAIL
NOT TO SCALE



NOTES
1. CONTRACTOR SHALL OBTAIN A SOIL EVALUATION REPORT FOR SEPTIC SYSTEM SUITABILITY IN THE AREA PRIOR TO DESIGN AND CONSTRUCTION
2. CONTRACTOR SHALL SIZE THE ABSORPTION FIELD IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
3. FOR REDUNDANCY CONTRACTOR SHALL INSTALL TWO ADEQUATELY SIZED ABSORPTION FIELDS SEPARATED BY DIVERTER VALVE
4. CONTRACTOR SHALL PROTECT ABSORPTION FIELD WITH BOLLARDS
5. EXCAVATE TRENCHES TO PROPER WIDTH AND PROPER DEPTH AS REQUIRED BY STATE AND LOCAL CODES
6. SMOOTH IRREGULARITIES IN THE EXCAVATION A LEVEL, FLAT SURFACE IS NECESSARY
7. ASSEMBLE BIODIFFUSER LEACHING CHAMBERS AND UNIVERSAL ENDPLATES TOGETHER IN TRENCHES
8. THE UNIVERSAL END PLATE IS CONSTRUCTED WITH TABS SO THAT THE EARTH FILL ON ONE SIDE WILL HOLD IT SECURELY IN PLACE AGAINST THE BIODIFFUSER
9. PUNCH OUT PIPE HOLE OPENINGS IN THE END PLATES AS NEEDED AND CONNECT INLET PIPES
10. FILL SIDEWALL AREA TO TOP OF CHAMBERS WITH NATIVE SOIL (COARSE SAND OR FINE GRAVEL MAY ALSO BE USED NO HEAVY CLAY, SILT, OR DEBRIS SHALL BE INCLUDED)
11. "WALK IN" FILL TO COMPACT SOIL ALONG SIDES OF BIODIFFUSER.
12. COVER BIODIFFUSER LEACHING CHAMBERS TO A MINIMUM OF 12" AFTER CONSOLIDATION
13. USE TRAFFIC-RATED CLEANOUT COVER FOR ALL CLEANOUTS ADJACENT TO LEACH FIELD
14. CONTRACTOR SHALL COORDINATE WITH LOCAL OSSF PERMITTING AUTHORITY TO ACQUIRE ALL NECESSARY AUTHORIZATION OF OSSF SYSTEM
15. CONTRACTOR SHALL ADHERE TO RECOMMENDATIONS FROM SITE EVALUATION

A1 TYPICAL TRENCH AND ABSORPTIVE DRAINFIELD CROSS-SECTION
NOT TO SCALE

PACKET 8.535 December 12, 2023

FILE NAME: A:\20241118\21123_DESIGN\01_DWG\SD50_CIVIL\C-503-6 (18-21.dwg LAYOUT NAME: C-503 PRINTED: Tuesday, October 31, 2023 - 10:20am USER: SHarvey

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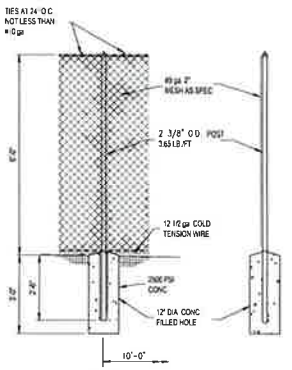
PROJECT NO
6118.21 - WEST
40015.22 - NORTH

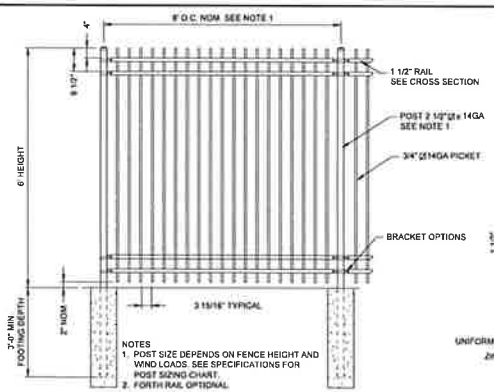
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

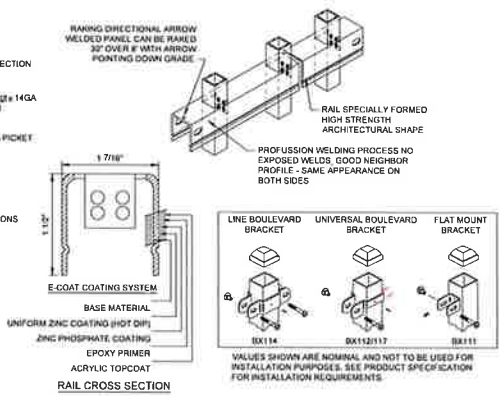
Absorptive Drainfield Details

C-503

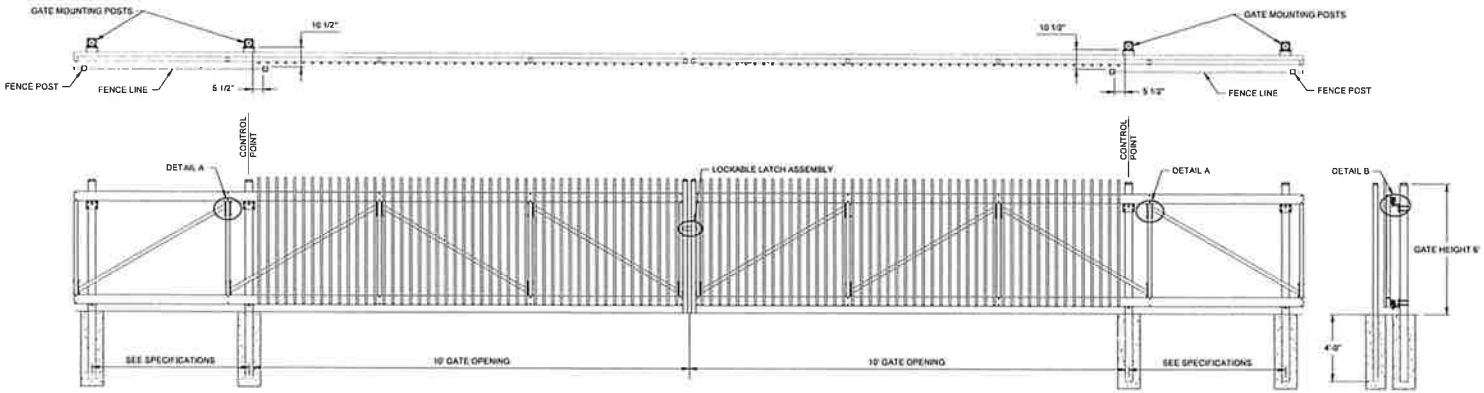


C1 CHAIN LINK FENCE DETAILS
NTS

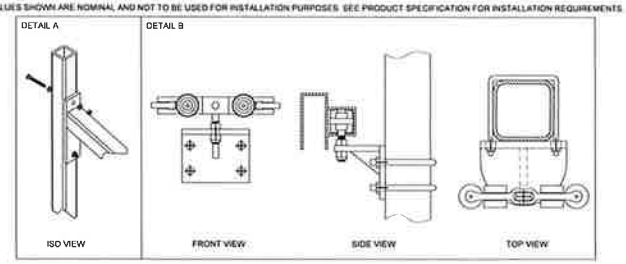




C2 WELDED STEEL PANEL FENCE SECTION AND DETAILS
NTS



VALUES SHOWN ARE NOMINAL AND NOT TO BE USED FOR INSTALLATION PURPOSES. SEE PRODUCT SPECIFICATION FOR INSTALLATION REQUIREMENTS.



A1 CANTILEVER GATE SECTION AND DETAILS
NTS

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PROJECT NO:
6116.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Fencing Details

C-504

FILE NAME: A:\2021\6116.21\02_DESIGN\01_DWG\C50_CIVIL\C-504-6116.21.dwg LAYOUT NAME: C-504 PRINTED: Tuesday, October 31, 2023 - 10:21am USER: Sharvey

PACKET 8.537 December 12, 2023

FILE NAME: A:\2021\6110.21\03_DSGN\01_DWG\050_CIVIL\C-101-6110-21.dwg LAYOUT NAME: C-601 PRINTED: Tuesday, October 31, 2023 - 10:22am USER: Shavey

POINT #	NORTHING	EASTING	DESCRIPTION
101	10680511.78	1730213.02	RET WALL
102	10680527.23	1730201.41	RET WALL
103	10680533.54	1730199.79	RET WALL
104	10680530.13	1730186.52	RET WALL
105	10680515.81	1730182.60	RET WALL
106	10680522.52	1730158.12	RET WALL
107	10680508.53	1730154.28	RET WALL
108	10680515.24	1730129.81	RET WALL
109	10680501.26	1730125.97	RET WALL
110	10680507.97	1730101.50	RET WALL
111	10680493.98	1730097.66	RET WALL
112	10680500.68	1730073.19	RET WALL
113	10680486.70	1730069.35	RET WALL
114	10680493.41	1730044.87	RET WALL
115	10680478.43	1730041.04	RET WALL
116	10680486.14	1730016.56	RET WALL
117	10680472.15	1730012.73	RET WALL
118	10680482.18	1729976.14	RET WALL
119	10680478.70	1729962.62	RET WALL
120	10680466.67	1729965.71	RET WALL
121	10680447.52	1729962.89	RET WALL
122	10680435.91	1729947.53	RET WALL
123	10680430.16	1729925.19	ASPHALT
124	10680430.97	1729924.99	RET WALL
125	10680430.15	1729921.78	CONC CURB
126	10680439.35	1729919.41	RADIUS PNT
127	10680436.98	1729919.21	CONC CURB
128	10680444.44	1729908.29	CONC CURB
129	10680448.41	1729927.68	RADIUS PNT
130	10680458.78	1729922.89	CONC CURB
131	10680473.60	1729942.21	CONC CURB
132	10680478.82	1729961.73	CONC CURB
133	10680464.36	1730017.57	RET WALL
134	10680452.32	1730020.66	RET WALL
135	10680448.81	1730036.58	RET WALL
136	10680458.84	1730197.24	RET WALL

POINT #	NORTHING	EASTING	DESCRIPTION
137	10680441.15	1730179.03	RET WALL
138	10680431.57	1730168.93	RET WALL
139	10680433.89	1730150.72	RET WALL
140	10680444.29	1730140.62	RET WALL
141	10680426.61	1730122.41	RET WALL
142	10680437.01	1730112.30	RET WALL
143	10680419.33	1730094.10	RET WALL
144	10680429.74	1730083.99	RET WALL
145	10680412.06	1730065.78	RET WALL
146	10680422.46	1730055.68	RET WALL
147	10680404.78	1730037.47	RET WALL
148	10680415.18	1730027.37	RET WALL
149	10680398.13	1730009.81	RET WALL
150	10680391.75	1729984.97	RET WALL
151	10680391.21	1729984.25	CONC CURB
152	10680403.78	1729981.88	RET WALL
153	10680419.24	1729970.26	RET WALL
154	10680421.36	1729951.12	RET WALL
155	10680416.22	1729928.78	ASPHALT
156	10680415.42	1729928.58	RET WALL
157	10680414.59	1729925.77	CONC CURB
158	10680405.39	1729926.14	RADIUS PNT
159	10680403.02	1729918.94	CONC CURB
160	10680387.00	1729923.06	CONC CURB
161	10680393.10	1729946.79	RADIUS PNT
162	10680368.37	1729952.88	CONC CURB
163	10680373.05	1729967.29	CONC CURB
164	10680382.25	1729964.84	RADIUS PNT
165	10680377.86	1729973.28	CONC CURB
166	10680386.22	1729977.57	CONC CURB
167	10680381.86	1729986.01	RADIUS PNT
168	10680391.00	1729983.65	CONC CURB
169	10680429.25	1730054.15	CONCRETE
170	10680535.78	1730326.71	RADIUS PNT
171	10680427.07	1730309.91	CONCRETE
172	10680431.42	1730281.79	CONCRETE

POINT #	NORTHING	EASTING	DESCRIPTION
173	10680342.47	1730268.04	RADIUS PNT
174	10680429.84	1730245.64	CONCRETE
175	10680378.47	1730056.97	CONCRETE
176	10680332.85	1729900.40	CONCRETE
177	10680361.63	1729900.66	RADIUS PNT.
178	10680354.16	1729871.60	CONCRETE
179	10680405.56	1729858.39	CONCRETE
180	10680441.13	1729849.25	CONCRETE
181	10680448.60	1729878.30	RADIUS PNT
182	10680477.86	1729870.84	CONCRETE
183	10680524.74	1730054.01	CONCRETE
184	10680575.72	1730252.36	CONCRETE
185	10680551.51	1730258.59	RADIUS PNT
186	10680569.54	1730275.90	CONCRETE
187	10680548.42	1730287.99	CONCRETE
188	10680577.27	1730325.80	RADIUS PNT
189	10680538.53	1730335.55	CONCRETE
190	10680356.47	1729980.15	CONCRETE
191	10680327.78	1729984.85	CONCRETE
192	10680340.78	1730068.65	CONCRETE
193	10680371.78	1730138.38	CONCRETE
194	10680366.31	1730018.21	CONCRETE
195	10680398.85	1730129.75	CONCRETE
196	10680453.23	1730447.19	CONCRETE
197	10680424.18	1730454.67	RADIUS PNT
198	10680431.60	1730463.74	CONCRETE
199	10680509.82	1730344.37	RADIUS PNT
200	10680533.18	1730403.13	RADIUS PNT
201	10680460.85	1730358.93	RADIUS PNT
202	10680570.10	1730436.13	CONCRETE
203	10680530.77	1730403.76	RADIUS PNT
204	10680453.15	1730468.27	CONCRETE
205	10680472.18	1730418.85	CONC CURB
206	10680470.73	1730419.22	RADIUS PNT
207	10680471.10	1730420.68	CONC CURB
208	10680468.24	1730421.16	CONC CURB

POINT #	NORTHING	EASTING	DESCRIPTION
209	10680468.87	1730419.70	RADIUS PNT
210	10680467.42	1730420.08	CONC CURB
211	10680596.71	1730441.58	CONCRETE
212	10680589.28	1730412.52	RADIUS PNT
213	10680560.23	1730418.98	CONCRETE
214	10680514.73	1730343.81	BUILDING
215	10680524.78	1730382.58	BUILDING
216	10680466.38	1730387.63	BUILDING
217	10680456.34	1730358.65	BUILDING
218	10680508.06	1730232.17	RET WALL
219	10680514.81	1730254.51	ASPHALT
220	10680515.61	1730254.30	RET WALL
221	10680516.44	1730257.51	CONC CURB
222	10680525.64	1730255.15	RADIUS PNT
223	10680528.00	1730264.35	CONC CURB
224	10680528.72	1730263.81	CONC CURB
225	10680524.74	1730244.54	RADIUS PNT
226	10680544.11	1730239.56	CONC CURB
227	10680534.07	1730200.51	CONC CURB
228	10680483.51	1730220.29	RET WALL
229	10680495.12	1730235.75	RET WALL
230	10680500.87	1730258.09	ASPHALT
231	10680500.06	1730258.30	RET WALL
232	10680500.88	1730261.51	CONC CURB
233	10680491.68	1730263.87	RADIUS PNT.
234	10680494.05	1730273.07	CONC CURB
235	10680486.59	1730274.99	CONC CURB
236	10680481.61	1730255.62	RADIUS PNT
237	10680462.24	1730363.66	CONC CURB
238	10680452.21	1730221.55	CONC CURB
239	10680550.22	1730299.62	LIGHT POLE
240	10680554.48	1730159.98	LIGHT POLE
241	10680518.63	1730024.09	LIGHT POLE
242	10680350.84	1729979.33	LIGHT POLE
243	10680401.13	1730144.78	LIGHT POLE
244	10680434.18	1730383.26	LIGHT POLE

POINT #	NORTHING	EASTING	DESCRIPTION
245	10680413.02	1730180.87	CONCRETE
246	10680260.67	1729858.05	FENCE
247	10680324.67	1730001.83	FENCE
248	10680388.47	1730144.80	FENCE
249	10680399.85	1730254.80	FENCE
250	10680431.24	1730365.20	FENCE
251	10680512.17	1730333.44	FENCE
252	10680546.02	1730324.52	FENCE
253	10680572.22	1730426.63	FENCE
254	10680587.12	1730367.29	FENCE
255	10680800.86	1730368.25	FENCE
256	10680588.66	1730402.15	POND
257	10680560.74	1730284.52	POND
258	10680585.18	1730289.07	POND
259	10680529.97	1730054.30	POND
260	10680474.77	1729839.52	POND
261	10680542.64	1729823.59	POND
262	10680568.78	1729916.47	POND
263	10680588.98	1729911.04	POND
264	10680540.46	1730141.73	POND
265	10680708.84	1730372.42	POND
266	10680597.30	1730388.55	POND
267	10680574.03	1730298.01	POND
268	10680583.83	1730277.38	POND
269	10680566.80	1730286.08	POND
270	10680544.36	1730038.38	POND
271	10680504.03	1729857.74	POND
272	10680526.14	1729852.39	POND
273	10680548.27	1729921.76	POND
274	10680571.61	1729937.10	POND
275	10680575.43	1729936.18	POND
276	10680614.15	1730089.82	POND
277	10680652.86	1730203.06	POND
278	10680676.33	1730284.00	POND
279	10680694.32	1730383.77	POND
281	10680453.31	1730352.77	BOLLARD

POINT #	NORTHING	EASTING	DESCRIPTION
291	10680525.35	1730388.73	CONC CURB
292	10680488.21	1730403.45	CONC CURB
297	10680459.59	1730389.69	CONC CURB
298	10680451.76	1730358.30	CONC CURB
299	10680454.87	1730348.55	CONC CURB
300	10680473.16	1730343.88	CONC CURB
301	10680474.65	1730343.60	CONC CURB
302	10680483.38	1730336.78	CONC CURB
303	10680507.46	1730335.17	CONC CURB
304	10680519.02	1730342.00	CONC CURB
305	10680526.83	1730372.38	CONC CURB
306	10680534.64	1730402.76	CONC CURB
307	10680533.56	1730404.58	CONC CURB
308	10680531.14	1730405.21	CONC CURB
309	10680529.31	1730404.13	CONC CURB
310	10680523.66	1730362.04	BOLLARD
311	10680520.13	1730362.85	BOLLARD
312	10680528.64	1730382.15	BOLLARD
313	10680525.31	1730383.06	BOLLARD
314	10680474.23	1730353.18	BOLLARD
315	10680456.26	1730357.29	BOLLARD
316	10680452.09	1730356.58	BOLLARD

FOR CONTROL POINT LOCATIONS, SEE SHEET C-101.

Parkhill

SPENCER J. HARVEY 138737 LICENSED PROFESSIONAL ENGINEER
10/31/2023

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Midland, TX

PROJECT NO.
6110.21 - WEST
6010.22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

West CCS
Control Point
Tables

C-601

CONTROL POINT TABLE

POINT #	NORTHING	EASTING	DESCRIPTION
101	6739741.10	855227.71	RET WALL
102	6739729.83	855212.00	RET WALL
103	6739726.35	855205.67	RET WALL
104	6739715.01	855208.79	RET WALL
105	6739710.77	855223.02	RET WALL
106	6739686.45	855215.78	RET WALL
107	6739682.31	855229.68	RET WALL
108	6739657.88	855222.44	RET WALL
109	6739653.85	855236.34	RET WALL
110	6739629.52	855229.10	RET WALL
111	6739625.38	855243.00	RET WALL
112	6739601.06	855235.76	RET WALL
113	6739596.92	855249.66	RET WALL
114	6739572.59	855242.42	RET WALL
115	6739568.46	855256.32	RET WALL
116	6739544.13	855249.07	RET WALL
117	6739539.99	855262.97	RET WALL
118	6739503.63	855252.15	RET WALL
119	6739490.04	855255.33	RET WALL
120	6739492.87	855267.43	RET WALL
121	6739489.74	855286.51	RET WALL
122	6739474.02	855287.76	RET WALL
123	6739451.56	855303.04	ASPHALT
124	6739451.36	855302.23	RET WALL
125	6739446.15	855302.59	CONC CURB
126	6739445.98	855293.74	RADIUS PNT
127	6739436.73	855295.60	CONC CURB
128	6739434.95	855288.41	CONC CURB
129	6739454.46	855283.85	RADIUS PNT
130	6739449.80	855264.38	CONC CURB
131	6739469.53	855259.78	CONC CURB
132	6739469.15	855255.18	CONC CURB
133	6739744.62	855275.22	RET WALL
134	6739747.45	855267.32	RET WALL
135	6739733.70	855290.54	RET WALL
136	6739724.17	855280.29	RET WALL
137	6739705.58	855297.57	RET WALL
138	6739695.71	855286.95	RET WALL
139	6739677.12	855304.23	RET WALL
140	6739667.24	855293.61	RET WALL
141	6739648.66	855310.89	RET WALL
142	6739638.78	855300.27	RET WALL
143	6739620.19	855317.55	RET WALL
144	6739610.32	855306.93	RET WALL
145	6739591.73	855324.21	RET WALL
146	6739581.85	855313.59	RET WALL
147	6739563.27	855330.87	RET WALL
148	6739553.39	855320.24	RET WALL
149	6739535.46	855336.84	RET WALL
150	6739510.48	855342.76	RET WALL

CONTROL POINT TABLE

POINT #	NORTHING	EASTING	DESCRIPTION
151	6739509.79	855343.27	CONC CURB
152	6739507.66	855330.65	RET WALL
153	6739496.39	855314.84	RET WALL
154	6739477.30	855311.81	RET WALL
155	6739454.84	855317.06	ASPHALT
156	6739455.03	855317.87	RET WALL
157	6739451.81	855318.63	CONC CURB
158	6739453.97	855327.88	RADIUS PNT
159	6739444.72	855330.04	CONC CURB
160	6739448.49	855346.15	CONC CURB
161	6739472.35	855340.57	RADIUS PNT
162	6739477.93	855364.42	CONC CURB
163	6739482.32	855361.06	CONC CURB
164	6739480.16	855351.81	RADIUS PNT
165	6739496.50	855356.35	CONC CURB
166	6739502.97	855346.12	CONC CURB
167	6739511.32	855352.68	RADIUS PNT
168	6739508.16	855343.41	CONC CURB
169	6739580.41	855313.29	CONCRETE
170	6739855.28	855208.16	RADIUS PNT
171	6739836.12	855314.51	CONCRETE
172	6739809.10	855308.56	CONCRETE
173	6739792.43	855308.18	RADIUS PNT
174	6739771.93	855310.55	CONCRETE
175	6739584.16	855357.64	CONCRETE
176	6739433.72	855399.90	CONCRETE
177	6739425.54	855371.03	RADIUS PNT
178	6739396.33	855377.86	CONCRETE
179	6739384.24	855376.18	CONCRETE
180	6739375.68	855299.42	CONCRETE
181	6739405.09	855283.59	RADIUS PNT
182	6739398.26	855254.38	CONCRETE
183	6739582.42	855311.35	CONCRETE
184	6739781.83	855164.53	CONCRETE
185	6739799.08	855183.43	RADIUS PNT
186	6739805.23	855171.34	CONCRETE
187	6739836.75	855192.93	CONCRETE
189	6739864.18	855203.64	CONCRETE
190	6739510.91	855378.05	CONCRETE
191	6739519.08	855406.91	CONCRETE
192	6739561.24	855388.48	CONCRETE
193	6739563.41	855369.05	CONCRETE
194	6739543.17	855368.91	CONCRETE
195	6739555.41	855337.80	CONCRETE
196	6739573.84	855291.35	CONCRETE
197	6739580.79	855320.55	RADIUS PNT
198	6740010.01	855312.77	CONCRETE
199	6739872.38	855232.53	RADIUS PNT
200	6739960.81	855328.28	POND
201	6739883.87	855291.66	RADIUS PNT

CONTROL POINT TABLE

POINT #	NORTHING	EASTING	DESCRIPTION
202	6739867.43	855174.31	CONCRETE
203	6739832.20	855212.68	RADIUS PNT
204	6739866.94	855375.78	POND
205	6739971.82	855374.67	POND
206	6739946.02	855271.78	CONC CURB
207	6739954.52	855402.19	POND
208	6739953.40	855397.32	POND
209	6739846.38	855273.25	RADIUS PNT
210	6739802.66	855436.93	POND
211	6739947.82	855272.80	CONC CURB
212	6739950.80	855471.66	POND
213	6739948.26	855274.77	CONC CURB
214	6739948.60	855275.11	RADIUS PNT
215	6739947.14	855276.57	CONC CURB
216	6739971.46	855147.76	CONCRETE
217	6739942.24	855154.57	RADIUS PNT
218	6739849.07	855183.78	CONCRETE
219	6739971.72	855227.61	BUILDING
220	6739910.91	855218.41	BUILDING
221	6739924.65	855277.12	BUILDING
222	6739885.49	855286.31	BUILDING
223	6739760.19	855230.65	RET WALL
224	6739782.65	855225.59	ASPHALT
225	6739782.46	855224.78	RET WALL
226	6739785.68	855224.03	CONC CURB
227	6739783.52	855214.78	RADIUS PNT
228	6739792.77	855212.61	CONC CURB
229	6739792.37	855210.89	CONC CURB
230	6739772.89	855215.44	RADIUS PNT
231	6739768.34	855195.97	CONC CURB
232	6739729.05	855205.15	CONC CURB
233	6739747.75	855256.14	RET WALL
234	6739763.47	855244.86	RET WALL
235	6739765.93	855239.61	ASPHALT
236	6739786.11	855240.42	RET WALL
237	6739789.34	855239.60	CONC CURB
238	6739781.51	855248.91	RADIUS PNT
239	6739800.76	855246.75	CONC CURB
240	6739802.51	855254.24	CONC CURB
241	6739783.03	855258.80	RADIUS PNT
242	6739787.59	855278.27	CONC CURB
243	6739748.34	855267.46	CONC CURB
244	6739828.52	855181.16	LIGHT POLE
245	6739868.71	855182.85	LIGHT POLE
246	6739479.32	855528.10	FENCE
247	6739754.69	855465.39	FENCE
248	6740030.66	855402.69	FENCE
249	6739552.39	855215.75	LIGHT POLE
250	6739500.96	855383.48	LIGHT POLE
251	6739670.47	855336.85	LIGHT POLE

CONTROL POINT TABLE

POINT #	NORTHING	EASTING	DESCRIPTION
252	6739899.61	855309.00	LIGHT POLE
253	6739706.80	855325.76	CONCRETE
256	6739855.84	855327.39	POND
257	6739649.68	855466.79	POND
258	6739828.12	855453.23	POND
259	6739617.03	855404.48	POND
260	6739942.74	855350.52	POND
261	6739849.39	855379.77	POND
262	6739645.67	855449.24	POND
263	6739839.02	855419.99	POND
264	6739788.92	855365.38	POND
265	6739790.86	855385.25	POND
266	6739797.53	855414.51	POND
267	6739801.54	855432.05	POND
270	6739891.48	855311.55	FENCE
271	6739861.50	855229.95	FENCE
272	6739853.32	855195.91	FENCE
273	6739955.98	855171.84	FENCE
281	6739879.54	855268.21	BOLLARD
291	6739917.06	855217.98	CONC CURB
292	6739930.54	855275.42	CONC CURB
297	6739916.59	855283.74	CONC CURB
298	6739946.04	855290.91	CONC CURB
299	6739976.36	855287.45	CONC CURB
300	6739971.19	855269.18	CONC CURB
301	6739870.84	855267.68	CONC CURB
302	6739866.44	855248.85	CONC CURB
303	6739863.13	855234.70	CONC CURB
304	6739870.21	855223.28	CONC CURB
305	6739890.75	855216.14	CONC CURB
306	6739931.29	855208.98	CONC CURB
307	6739933.08	855210.11	CONC CURB
308	6739933.66	855212.54	CONC CURB
309	6739932.55	855214.34	CONC CURB
310	6739890.35	855218.08	BOLLARD
311	6739881.18	855222.03	BOLLARD
312	6739910.56	855214.34	BOLLARD
313	6739911.39	855217.88	BOLLARD
314	6739880.41	855265.30	BOLLARD
315	6739884.17	855284.06	BOLLARD
316	6739883.32	855290.51	BOLLARD
324	6739931.63	855210.45	RADIUS PNT
325	6739895.01	855291.89	CONCRETE

FOR CONTROL POINT LOCATIONS, SEE SHEET C-105

Parkhill

SPENCER J. HARVEY 138737 LICENSED 10/31/2023

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Citizen Collection Stations

City Of Midland

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Midland, TX

PROJECT NO
6119.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

North CCS Control Point Tables

C-602

FILE NAME: A:\2022\40015.22\03_DSGN\01_DWG\859_CIVIL\C-106-40015-22.dwg LAYOUT NAME: C-602 PRINTED: Tuesday, October 31, 2023 - 10:23am USER: SHarvey

GENERAL REQUIREMENTS

A REFER TO SPECIFICATIONS FOR SPECIFIC REQUIREMENTS FOR MATERIALS, PRODUCTS, HANDLING, AND INSTALLATION
B THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL THE CONSTRUCTION OF THE STRUCTURE REACHES ITS FINAL CONDITION, AND ALL DIAPHRAGMS, BRACES, AND/OR SHEAR WALLS ARE INSTALLED
C THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND REMOVAL OF TEMPORARY BRACING AND CONSTRUCTION SUPPORTS FOR NEW AND EXISTING STRUCTURES AS NECESSARY TO COMPLETE THE PROJECT. NO PORTION OF THE PROJECT WHILE UNDER CONSTRUCTION IS INTENDED TO BE STABLE IN THE ABSENCE OF THE CONTRACTOR'S TEMPORARY SUPPORTS AND BRACES. CONTRACTOR SHALL RETAIN A STRUCTURAL ENGINEER LICENSED IN THE STATE IN WHICH THE PROJECT IS LOCATED TO DESIGN TEMPORARY BRACING AND CONSTRUCTION SUPPORTS
D APPLY DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS WHERE CONDITIONS ARE SIMILAR TO THOSE INDICATED ON DETAILS, TITLES, OR NOTES
E ONLY USE DIMENSIONS INDICATED ON THE DRAWINGS. DO NOT SCALE DRAWINGS
F THE CONTRACTOR SHALL VERIFY ALL OPENING SIZES AND LOCATIONS WITH OTHER DISCIPLINES. THE DRAWINGS DO NOT SHOW ALL OPENINGS REQUIRED. ADDITIONAL OPENINGS, BLOCKOUTS, AND SLEEVES MAY BE REQUIRED BY OTHER DISCIPLINES AND SHALL BE CONSTRUCTED USING THE TYPICAL DETAILS AND/OR THE CRITERIA INDICATED ON THE DRAWINGS. OPENINGS REQUIRED BUT NOT SHOWN ON THE STRUCTURAL DRAWINGS MUST BE APPROVED BY THE STRUCTURAL ENGINEER
G REFER TO ARCHITECTURAL, CIVIL, MEP, AND VERTICAL TRANSPORTATION CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION RELATING TO THE COORDINATION OF STRUCTURAL COMPONENTS INCLUDING, BUT NOT LIMITED TO
- a CIVIL
  - 1 SITING OF BUILDING GRID LINES WITH RESPECT TO CITY BENCHMARKS
  - 2 SITE PREPARATION
  - 3 BACKFILLING MATERIALS AND REQUIREMENTS
  - 4 PAVING AND SITE ELEMENTS OUTSIDE OF BUILDING ENVELOPE
  - 5 NEW AND EXISTING SITE UTILITIES
- b ARCHITECTURAL
  - 1 PLAN DIMENSIONS AND PROJECT DATUM
  - 2 SLAB EDGE DIMENSIONS
  - 3 FINISH ELEVATION
  - 4 WATERPROOFING AND DAMP-PROOFING DETAILS
  - 5 RAMP GEOMETRY, PITS, SLAB SLOPES, AND DEPRESSIONS
  - 6 EMBEDMENTS, INSERTS, BLOCKOUTS, ETC
  - 7 EXACT OPENING SIZES FOR PIPES, DUCT, ETC
  - 8 CONCRETE FINISHES AND TOPPING SLABS
  - 9 CONCRETE CURBS AND HOUSEKEEPING PADS
  - 10. INTERIOR NON-STRUCTURAL MASONRY PARTITIONS
- c FIRE RATINGS MEP
  - 1 PIPE AND DUCT SIZES FOR OPENINGS AND SLEEVE COORDINATION
  - 2 FLOOR DRAINS
  - 3 UNDERFLOOR AND PERIMETER DRAINAGE SYSTEMS
  - 4 EQUIPMENT CURBS
  - 5 CONDUITS AND EMBEDMENTS IN WALLS AND SLABS

H STRUCTURAL COMPONENTS ARE NOT DESIGNED FOR VIBRATING EQUIPMENT. MOUNT VIBRATING EQUIPMENT ON VIBRATING ISOLATORS

CODES

ALL FABRICATION, ERECTION, AND DESIGN OF STRUCTURAL MEMBERS SHALL MEET THE MINIMUM STANDARDS OF THE FOLLOWING CODES
A INTERNATIONAL BUILDING CODE (IBC) 2018
B AMERICAN CONCRETE INSTITUTE (ACI) ACI 318-14 AND OTHER APPLICABLE ACI STANDARDS
C AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) STEEL CONSTRUCTION MANUAL - SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS - AISI/AISC 360 - 16
D AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) - STANDARD 7-16
E AMERICAN WELDING SOCIETY (AWS)
F CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
G ASTM SPECIFICATIONS
H AMERICAN IRON AND STEEL INSTITUTE (AISI)

MATERIAL PROPERTIES

STEEL	
WIDE FLANGE MEMBERS	ASTM A992 - GRADE 50
STEEL PIPE	ASTM A500 GRADE B - 50 KSI
STEEL TUBE	ASTM A500 GRADE B - 50 KSI
MISC STEEL	ASTM A36 - 36 KSI
CONCRETE	
SLABS	4000 PSI
GRADE BEAMS & FOOTINGS	4000 PSI
RETAINING WALLS	4000 PSI
REINFORCING	
TYPICAL	ASTM A-615 - GRADE 60
LOW ALLOY/WELDABLE	ASTM A-706 - GRADE 60
ANCHOR RODS	ASTM F-1554 - GRADE 36 UNO
BOLTS	ASTM A325 (3/4" DIAMETER MINIMUM)
WELD	
STRUCTURAL STEEL	E70XX
LIGHT GAUGE METALS	E60XX

CONCRETE

A ALL EXTERIOR CONCRETE, INCLUDING WALKS AND CURBS OUTSIDE THE BUILDING LINE, SHALL BE AIR ENTRAINED
B PROVIDE STANDARD BAR CHAIRS AND SPACERS FOR REINFORCING AT A MAXIMUM OF 4 FOOT CENTERS FOR ALL SLABS AND BEAMS
C LAP CONTINUOUS UNSCHEDULED REINFORCING BARS AS FOLLOWS: BOTTOM BARS IN MEMBERS SUPPORTED BY COLUMNS OR FOOTINGS - 12 INCH AT SUPPORTS ONLY. ALL OTHERS - (35) BAR DIAMETERS MINIMUM
D ALL HORIZONTAL REINFORCING IN CONTINUOUS FOOTINGS AND WALLS SHALL BE CONTINUOUS AROUND CORNERS OR HAVE CORNER BARS OF THE SAME SIZE AND SPACING AS THE HORIZONTAL BARS AND LAP A MINIMUM OF (30) BAR DIAMETERS, OR 24 INCH MINIMUM
E THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE BEAM, FOOTING, OR SLAB POURS. ALL CONSTRUCTION JOINTS SHALL BE MADE WITHIN THE CENTER THIRD OF SPANS WITH VERTICAL BULKHEADS. THE LOCATION OF CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER
F WHERE CONCRETE PILASTERS, COLUMNS, OR BEAMS ARE TO BE LEFT EXPOSED AND DO NOT ABUT OTHER MATERIALS, EXTERNAL CORNERS SHALL BE CHAMFERED 3/4 INCH
G WHERE SLEEVES ARE REQUIRED THROUGH BEAMS OR JOISTS, VERTICAL OR HORIZONTAL PIPE SLEEVES SHALL BE PROVIDED AS SPECIFIED UNDER THE MECHANICAL AND ELECTRICAL SECTIONS OF THE SPECIFICATION. LOCATION OF ALL SUCH SLEEVES SHALL BE APPROVED BY THE STRUCTURAL ENGINEER. WHERE NECESSARY FOR STRUCTURAL REASONS, BEAMS OR JOISTS SHALL BE WIDENED TO COMPENSATE FOR THE LOSS OF CROSS SECTION DUE TO THE SLEEVE. ADD ONE EXTRA TIE OR STIRRUP ON BOTH SIDES OF EACH SLEEVE. WHERE TWO OR MORE PIPE SLEEVES ARE REQUIRED THROUGH CONCRETE SLABS, A DISTANCE EQUAL TO THREE TIMES THE LARGER SLEEVE DIAMETER SHALL BE PROVIDED BETWEEN SLEEVES

DESIGN LOADS

A ALL APPLICABLE DEAD LOADS
B LIVE LOADS

ROOF LIVE LOAD	20 PSF
FLOOR LIVE LOAD	100 PSF
MEZZANINE LIVE LOAD	125 PSF

C COLLATERAL LOAD — 10 PSF
D SNOW LOAD PER ASCE 7-10

GROUND SNOW LOAD P_g	5 PSF
FLAT-ROOF SNOW LOAD P_f	5 PSF
DRIFT SURCHARGE LOAD(S) P_d	NA
SNOW EXPOSURE FACTOR C_e	C
SNOW LOAD IMPORTANCE FACTOR I_s	I
THERMAL FACTOR C_t	1.0
SLOPE FACTOR(S) C_s	1.0
WIDTH OF SNOW DRIFT(S) w	NA

E LATERAL SOIL PRESSURE

AT REST	56 PCF
ACTIVE	37 PCF
PASSIVE	360 PCF

F WIND LOAD PER ASCE 7-16

BASIC WIND SPEED	105 MPH
EXPOSURE	C
CATEGORY	II

G SEISMIC LOADS PER ASCE 7-16

BUILDING CATEGORY	II
SEISMIC IMPORTANCE FACTOR I_e	1.00
MAPPED SPECTRAL RESPONSE ACCELERATION S_s	12.4%g
MAPPED SPECTRAL RESPONSE ACCELERATION S_1	3.3%g
SITE CLASS	D
SPECTRAL RESPONSE COEFFICIENT S_{DS}	13.2
SPECTRAL RESPONSE COEFFICIENT S_{D1}	5.3
SEISMIC DESIGN CATEGORY	A
BASIC SEISMIC FORCE RESISTING SYSTEM	
MEZZANINE	SHEAR WALL
PEMB	MF
DESIGN BASE SHEAR, V MEZZZANINE	0.4 k
SEISMIC RESPONSE COEFFICIENT, C	0.01
RESPONSE MODIFICATION FACTOR, R	A-15
ANALYSIS PROCEDURE USED	EQUIVALENT LATERAL FORCE

H DISTRIBUTE THE MAXIMUM LOAD HUNG FROM ANY STRUCTURAL MEMBER FOR MEP DUCTWORK, PIPING, ETC. OVER THE MEMBER'S TRIBUTARY AREA IN A WAY THAT THE DESIGN SUPERIMPOSED DEAD LOADS LISTED IN CONTRACT DOCUMENTS ARE NOT EXCEEDED. HANGING ITEMS FROM DECK IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL COORDINATE THE LOADS OF ALL TRADES AND PROVIDE ADDITIONAL SUPPORT OR DISTRIBUTION FRAMING AS REQUIRED TO ACHIEVE THE ALLOWABLE LOAD DISTRIBUTION

FOUNDATIONS

A ALL FOOTINGS ARE DESIGNED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 3,500 POUNDS PER SQUARE FOOT AT A MINIMUM DEPTH OF 3.0 FOOT BELOW 100'-0" FINISHED FLOOR ELEVATION
B PLACE 4 INCH GRANULAR FILL, MEETING TxDOT ITEM 247, GRADE 3, UNDER VAPOR BARRIER UNDER ALL UNSUPPORTED FLOOR SLABS ON FILL EXCEPT AS OTHERWISE NOTED
C ALL EXTERIOR GRADE BEAMS SHALL BE CHAMFERED 3/4 INCH ON THE EXPOSED EXTERIOR CORNER
D REFER TO THE SOIL REPORT FOR SUBSOIL CONDITIONS THAT MAY BE ENCOUNTERED IN THE INSTALLATION OF FOUNDATIONS, AND OTHER INFORMATION RELEVANT TO FOUNDATIONS AND SITE PREPARATION
E DESIGN OF FOUNDATIONS AND STRUCTURAL COMPONENTS IN CONTACT WITH SOIL AT THE WEST CCS BUILDING, IS BASED ON THE RECOMMENDATIONS GIVEN IN THE FOLLOWING GEOTECHNICAL REPORT

REPORT BY	BEYOND ENGINEERING AND TESTING
DATE OF REPORT	JANUARY 5, 2022
REPORT NUMBER	GT211051

F DESIGN OF FOUNDATIONS AND STRUCTURAL COMPONENTS IN CONTACT WITH SOIL AT THE NORTH CCS BUILDING, IS BASED ON THE RECOMMENDATIONS GIVEN IN THE FOLLOWING GEOTECHNICAL REPORT

REPORT BY	TERRACON
DATE OF REPOT	JULY 14, 2023
REPORT NUMBER	A4235100

SITE PLANNING AND FILL NOTES

A PROPER CONSTRUCTION DRAINAGE SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING FOUNDATION CONSTRUCTION. PONDING OF WATER AT THE SITE SHOULD BE AVOIDED DURING ALL PHASES OF CONSTRUCTION
B REMOVE SURFACE DEBRIS, VEGETATION, ORGANIC TOP SOIL, LOOSE SOIL AND MAJOR ROOT SYSTEMS. REMOVAL SHALL EXTEND 5 FOOT BEYOND BUILDING AREAS, CITIZENS DESPOSAL AREA AND 2 FOOT BEYOND PAVING AREAS
C COMPACT RESULTING SUBGRADE AND VERIFY STABILITY USING A PROOF-ROLL TEST. CONDUCT A PROOF-ROLL TESTS AS INDICATED IN THE GEOTECHNICAL REPORT. FOR SOFT SPOTS AND AREAS THAT EXHIBIT PUMPING, SCARIFY AND RECOMPACT TOP 6 INCHES OF SUBGRADE TO MINIMUM OF 98 PERCENT OF ASTM D698 OR ASTM D1557 MAXIMUM DENSITY
D BUILDING PAD SHALL BE RAISED TO PROPER ELEVATION USING SATISFACTORY SOILS COMPACTED IN 8 INCH MAXIMUM LOOSE LIFTS TO 98 PERCENT OF ASTM D698 MAXIMUM DENSITY, OR AS PRESCRIBED BY THE GEOTECHNICAL ENGINEER. MOISTURE SHALL BE CONTROLLED TO WITHIN 2 PERCENT OF OPTIMUM FOR COHESIVE SOILS AND 3 PERCENT FOR COHESIONLESS SOILS PER D698 DURING COMPACTION OPERATIONS
E FOOTINGS MAY BE BACK FILLED USING SATISFACTORY SOILS AS SPECIFIED, COMPACTED IN 8 INCH MAXIMUM LOOSE LIFTS TO 98 PERCENT OF MAXIMUM DENSITY PER ASTM D698
F UTILITY TRENCHES WITHIN BUILDING OR PAVING AREAS SHALL BE FILLED PER THE ABOVE CRITERIA

PRE-ENGINEERED BUILDING

A THE BUILDING SHALL BE A MANUFACTURER'S STANDARD PREFABRICATED METAL STRUCTURE OF THE APPROXIMATE INSIDE AREA SHOWN, EXCEPT AS NOTED. RIGID FRAMES SHALL BE SPACED AS SHOWN ON THE DRAWINGS, BUT OVERALL DIMENSIONS AND CONSTRUCTION DETAILS MAY VARY TO SUIT MANUFACTURER'S STANDARD DESIGN. HOWEVER, MINIMUM WEB THICKNESS OF RIGID FRAMES SHALL BE 3/16 INCH
B THE BUILDING SHALL BE DESIGNED AND FABRICATED ACCORDING TO AISC, MBMA, AND AISI LATEST SPECIFICATIONS. THE DIMENSIONAL TOLERANCES APPLICABLE TO ROLL FORM STEEL UNDER THE AISC "STANDARD MILL PRACTICE" SECTION SHALL BE REQUIRED IN THE FABRICATION OF THE STEEL BUILDING FRAMES
C A COMPLETE DESIGN ANALYSIS SHOWING ALL CALCULATIONS FOR THE RIGID FRAMES, GIRTS, PURLINS, AND X-BRACING FOR WIND AND SEISMIC LOADS AND A LAYOUT OF ANCHOR BOLTS AND OTHER EMBEDDED ITEMS SHALL BE SUBMITTED FOR APPROVAL WITH THE SHOP DRAWINGS. SHOP DRAWINGS SHALL INCLUDE DETAILS OF MAIN MEMBERS, TYPICAL CONNECTIONS (SHOWING BOLT HOLES AND WELDS), AND ERECTION DRAWINGS
D THE BUILDING SHALL BE DESIGNED TO SUPPORT ALL MECHANICAL EQUIPMENT INCLUDING HEATERS, SPRINKLERS, EXHAUST SYSTEMS, AND ALL OTHER SUCH DEVICES. ADDITIONAL GIRTS OR PURLINS SHALL BE PLACED IN CONVENIENT LOCATIONS FOR ATTACHMENT OF ALL MECHANICAL EQUIPMENT

CONCRETE MIX DESIGNS

ALL CONCRETE TO BE NORMAL WEIGHT CONCRETE. MAXIMUM FLY ASH CONTENT TO BE NO MORE THAN 25% OF TOTAL CEMENTITIOUS WEIGHT. IF TYPE IL CEMENT USED, MIX DESIGN OR STRENGTH RESULTS MUST BE FOR TYPE 1L CEMENT
A CONTINUOUS FOOTINGS, GRADE BEAMS AND TIE BEAMS
- a CEMENT TYPE I II
- b MINIMUM COMPRESSIVE STRENGTH
  - 1 4,000 PSI AT 28 DAYS
- c MAXIMUM W/C RATIO
  - 1 0.50
- d MAXIMUM AGGREGATE SIZE
  - 1 3/4 INCH
- e SLUMP LIMIT
  - 1 4 INCHES SLUMP ± 1 INCH

B RETAINING WALLS
- a CEMENT TYPE I II
- b MINIMUM COMPRESSIVE STRENGTH
  - 1 4,000 PSI AT 28 DAYS
- c MAXIMUM W/C RATIO
  - 1 0.50
- d MAXIMUM AGGREGATE SIZE
  - 1 3/4 INCH
- e SLUMP LIMIT
  - 1 6 INCHES PLUS OR MINUS 1 INCH FOR CONCRETE WITH A VERIFIED SLUMP OF 3 INCHES ± 1 INCH

C SLABS-ON-GRADE
- a CEMENT TYPE I II
- b MINIMUM COMPRESSIVE STRENGTH
  - 1 4,000 PSI AT 28 DAYS
- c MAXIMUM W/C RATIO
  - 1 0.45
- d MAXIMUM AGGREGATE SIZE
  - 1 3/4 INCH
- e SLUMP LIMIT
  - 1 8 INCHES PLUS OR MINUS 1 INCH FOR CONCRETE WITH A VERIFIED SLUMP OF 3 INCHES ± 1 INCH
- f AIR CONTENT
  - 1 DO NOT ALLOW AIR CONTENT OF TROWEL-FINISHED FLOORS TO EXCEED 3%
- g MINIMUM CEMENTITIOUS MATERIALS CONTENT
  - 1 MINIMUM CEMENTITIOUS MATERIAL SHALL BE PER TABLE 4.2.2.1 IN ACI 301 RELATIVE TO THE MAXIMUM AGGREGATE SIZE

FLOOR SLABS

A ELEVATED FLOOR SLABS SHALL BE POURED MONOLITHICALLY OR POUR STOPS MAY BE PLACED AT MOMENT FRAME LINES
B CURING SLABS ON GRADE
- a SLABS ON GRADE SHALL BE WET CURED FOR 7 DAYS AFTER CONCRETE PLACEMENT. WET CURING SHALL BEGIN IMMEDIATELY AFTER FINAL FINISHING OF SLAB SURFACE AND SHALL CONSIST OF CONTINUOUS MISTING BY SPRINKLER OR WET BURLAP. CONTRACTOR SHALL APPLY APPROVED CURING COMPOUND

C CURING ELEVATED SLABS
- a ELEVATED SLABS SHALL BE CURED BY APPLYING SHEETS OF PLASTIC OVER THE SURFACE FOR 7 DAYS AFTER CONCRETE PLACEMENT. CONTRACTOR SHALL APPLY APPROVED CURING COMPOUND AFTER REMOVAL OF PLASTIC SHEETS

D FLOOR SLAB ISOLATION JOINTS SHALL BE 30 POUND FELT, UNLESS NOTED OTHERWISE
E CONCRETE FLOOR SLAB ON GRADE SHALL BE PLACED IN LANES. SPACING OF JOINTS SHALL BE AS SHOWN ON THE FOUNDATION PLANS. CONSTRUCTION JOINTS SHALL BE USED FOR THE JOINTS BETWEEN LANES WHILE WEAKENED PLANE JOINTS SHALL BE USED ACROSS EACH LANE
F CONSTRUCTION AND CONTRACTION JOINTS SHALL BE LOCATED AS INDICATED ON THE PLAN. WHERE CONTRACTION JOINTS ARE INDICATED, SAW CUTTING SHALL BEGIN AS SOON AS POSSIBLE WITHOUT DAMAGING THE SLAB

REINFORCEMENT AND MISC STEEL

A UNLESS OTHERWISE NOTED, CONCRETE COVER OVER STEEL REINFORCEMENT SHALL CONFORM TO THE MINIMUMS REQUIRED BY THE AFOREMENTIONED EDITION OF ACI 318
B REINFORCEMENT DETAILING AND PLACEMENT SHALL CONFORM TO ACI 318 AND ACI 315, EXCEPT WHERE OTHERWISE INDICATED
C SUBSTITUTION OF EXPANSION ANCHORS FOR EMBEDDED ANCHORS SHOWN ON THE DRAWINGS WILL NOT BE PERMITTED
D ALL REINFORCING STEEL, ANCHOR BOLTS, AND EMBEDDED ANCHORS SHALL BE SECURELY SET IN PLACE PRIOR TO PLACEMENT OF CONCRETE

LIGHT GAUGE STEEL

A PRODUCT IDENTIFICATION
- a NOMENCLATURE

362 S 162 43

WEB SIZE (362) — MEMBER TYPE (S) — FLANGE SIZE (162) — THICKNESS(mils) (43)

- b THICKNESS

GAUGE	DESIGN	MINIMUM	AISI
20	0.0346"	0.0329"	33 mils
18	0.0451"	0.0428"	43 mils
16	0.0566"	0.0538"	54 mils
14	0.0713"	0.0677"	68 mils
12	0.1017"	0.0966"	97 mils

B STUD FRAMING
- a ALL FIELD CUTTING OF STUDS MUST BE DONE BY SAWING, SHEARING, OR PLASMA CUTTING. OTHER TORCH CUTTING METHODS OF COLD FORMED STEEL MEMBERS ARE UNACCEPTABLE
- b NOTCHING OR COPING OF STUDS IS NOT ALLOWED, UNLESS NOTED OTHERWISE
- c FRAMING FABRICATOR IS TO ENSURE PUNCH OUT ALIGNMENT WHEN ASSEMBLING LATERAL BRACING AND FIELD CUTTING STUDS TO LENGTH. LATERAL BRACING MUST BE INSTALLED AT THE TIME THE WALL IS ERECTED
- d ALL HEADERS ARE TO BE CONSTRUCTED WITH UNPUNCHED MATERIAL ONLY
- e THE MAXIMUM ALLOWABLE GAP (MEASURED BETWEEN THE WEB OF THE STUD AND THE WEB OF THE TRACK) FOR A STUD SEATED IN A TRACK IS 1/8". PRESSURE SHOULD BE APPLIED TO NEST THE STUDS INTO THE TRACK UNTIL THE AFOREMENTIONED TOLERANCE IS ACHIEVED

C CONNECTIONS
- a FOR SCREW CONNECTIONS, A MINIMUM OF 1.5 x SCREW DIAMETER CLEARANCE MUST BE MAINTAINED FROM ALL EDGES OF STEEL MEMBERS. A MINIMUM OF 3.0 x SCREW DIAMETER ON CENTER SPACING MUST BE MAINTAINED BETWEEN ADJACENT SCREWS
- b IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THAT FASTENERS ARE INSTALLED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS

POST-INSTALLED ANCHORS

EXCEPT WHERE INDICATED ON THE DRAWINGS, POST INSTALLED ANCHORS SHALL CONSIST OF THE FOLLOWING ANCHOR TYPES, AS PROVIDED BY HILTI, INC OR APPROVED EQUAL. CONTACT HILTI AT (800) 879-8000 FOR PRODUCT RELATED QUESTIONS
A ANCHORS TO CONCRETE
- a ADHESIVE ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE
  - 1 HILTI HIT-HY 200 V3 SAFE SET SYSTEM WITH HILTI HIT-Z ROD PER ICC ESR-3187
  - 2 HILTI HIT-HY 200 V3 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 140 VACUUM SYSTEM WITH HAS-E-55 THREADED ROD PER ICC ESR-3187
  - 3 HILTI HIT-HY 200 V3 SAFE SET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC ESR-3187 FOR DIAMOND CORED HOLES
  - 4 HILTI HIT-RE 500 V3 SAFESET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 140 VACUUM WITH HAS-E-55 THREADED ROD PER ICC ESR-3814 FOR SLOW CURE APPLICATIONS
  - 5 HILTI HIT-RE 500-V3 SAFESET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC EST-3814 FOR DIAMOND CURED HOLES
- b MEDIUM DUTY MECHANICAL ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE
  - 1 HILTI KWIK HUS EZ AND KWIK HUS EZ-I SCREW ANCHORS SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM PER ICC ESR-3027
  - 2 HILTI KWIK BOLT-TZ2 EXPANSION ANCHORS SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM AND SI-AT-A22 WITH ADAPTIVE TORQUE PER ICC ESR-1017
  - 3 HILTI KWIK BOLT 1 (CARBON STEEL) OR KWIK BOLT 3 (OTHERS) EXPANSION ANCHOR SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM AND SI-AT-A22 WITH ADAPTIVE TORQUE (UNCRACKED CONCRETE ONLY) PER ICCC ESR-2302
- c HEAVY DUTY MECHANICAL ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE
  - 1 HILTI HDA UNDERCUT ANCHORS PER ICC ESR 1546
  - 2 HILTI HSL-3 EXPANSION ANCHORS PER ICC ESR 1545

B REBAR DOWELING INTO CONCRETE
- a ADHESIVE ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE
  - 1 HILTI HIT-HY 200 V3 SAFE SET SYSTEM WITH HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 140 VACUUM SYSTEM WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3187
  - 2 HILTI HIT-HY 200 V3 SAFESET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC ESR-3187 FOR DIAMOND CORED HOLES
  - 3 HILTI HIT RE 500 V3 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 140 VACUUM SYSTEM WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR 3814
  - 4 HILTI HIT-RE 500-V3 SAFE SET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3814 IN DIAMOND CORED HOLES

C ANCHORAGE TO SOLID GROUTED MASONRY
- a ADHESIVE ANCHORS USE
  - 1 HILTI HIT HY 270 MASONRY ADHESIVE ANCHORING SYSTEM (ICC ESR-4143)
  - 2 STEEL ANCHOR ELEMENT SHALL BE HILTI HAS-E CONTINUOUSLY THREADED ROD (OR EQUAL) OR CONTINUOUSLY DEFORMED STEEL REBAR
- b MECHANICAL ANCHORS USE
  - 1 HILTI KWIK BOLT 1 (CARBON STEEL) OR KWIK BOLT 3 (OTHERS) EXPANSION ANCHORS PER ICC ESR-1385

D ANCHORAGE TO HOLLOW/MULTI-WYTHE MASONRY
- a ADHESIVE ANCHORS USE
  - 1 HILTI HIT-HY 270 MASONRY ADHESIVE ANCHORING SYSTEM PER ICC ESR-4144
  - 2 STEEL ANCHOR ELEMENT SHALL BE HILTI HAS-E CONTINUOUSLY THREADED ROD (OR EQUAL) OR CONTINUOUSLY DEFORMED STEEL REBAR
  - 3 THE APPROPRIATE SIZE SCREEN TUBE SHALL BE USED PER ADHESIVE MANUFACTURER'S RECOMMENDATION

E ANCHOR CAPACITY USED IN DESIGN SHALL BE BASED ON THE TECHNICAL DATA PUBLISHED BY HILTI OR SUCH OTHER METHOD AS APPROVED BY THE STRUCTURAL ENGINEER OF RECORD. SUBSTITUTION REQUESTS FOR ALTERNATE PRODUCTS MUST BE APPROVED IN WRITING BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO USE. CONTRACTOR SHALL PROVIDE CALCULATIONS DEMONSTRATING THAT THE SUBMITTED PRODUCT IS CAPABLE OF ACHIEVING THE PERFORMANCE VALUES OF THE SPECIFIED PRODUCT. SUBSTITUTIONS WILL BE EVALUATED BY THEIRS HAVING AN ICC ESR SHOWING COMPLIANCE WITH THE RELEVANT BUILDING CODE FOR SEISMIC USES, LOAD RESISTANCE, INSTALLATION CATEGORY, AND AVAILABILITY OF COMPREHENSIVE INSTALLATION INSTRUCTIONS. ADHESIVE ANCHOR EVALUATION WILL ALSO CONSIDER CREEP, IN-SERVICE TEMPERATURE AND INSTALLATION TEMPERATURE
F INSTALL ANCHOR PER THE MANUFACTURER INSTRUCTION, AS INCLUDED IN THE ANCHOR PACKAGING
G OVERHEAD ADHESIVE ANCHORS MUST BE INSTALLED USING THE HILTI PROFIS SYSTEM
H THE CONTRACTOR SHALL ARRANGE FOR AN ANCHOR MANUFACTURER'S REPRESENTATIVE TO PROVIDE ON-SITE INSTALLATION TRAINING FOR ALL OF THEIR ANCHORING PRODUCTS SPECIFIED. THE STRUCTURAL ENGINEER OF RECORD MUST RECEIVE DOCUMENTED CONFIRMATION THAT ALL OF THE CONTRACTOR PERSONNEL WHO INSTALL ANCHORS ARE TRAINED PRIOR TO COMMENCEMENT OF INSTALLING ANCHORS
I ANCHOR CAPACITY IS DEPENDENT UPON SPACING BETWEEN ADJACENT ANCHORS AND PROXIMITY OF ANCHORS TO EDGE OF CONCRETE. INSTALL ANCHORS IN ACCORDANCE WITH SPACING AND EDGE CLEARANCES INDICATED ON THE DRAWINGS
J EXISTING REINFORCING BARS IN THE CONCRETE STRUCTURAL DRAWINGS MAY CONFLICT WITH SPECIFIC ANCHOR LOCATIONS. UNLESS NOTED OTHERWISE THAT THE BARS CAN BE CUT, THE CONTRACTOR SHALL REVIEW THE EXISTING STRUCTURAL DRAWINGS AND SHALL UNDERTAKE TO LOCATE THE POSITION OF THE REINFORCING BARS AT THE LOCATIONS OF THE CONCRETE ANCHORS BY HILTI FERROSCAN, GPR, X-RAYING, CHIPPING, OR OTHER APPROVED MEANS

Parkhill

10/31/2023

Parkhill.com

Midland West CCS
City of Midland

MIDLAND Feel the Energy!

CLIENT
City of Midland

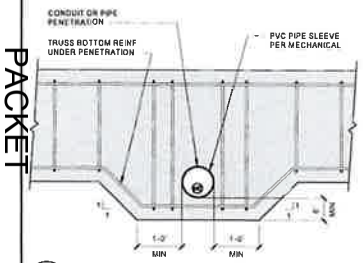
300 North Loraine
Midland, Texas

PROJECT NO.
6119 21 - WEST
40012 22 - NORTH

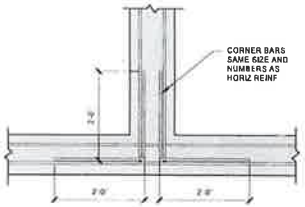
#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

General Notes
S-001

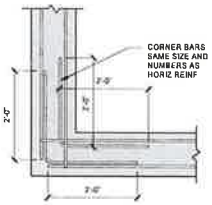
PACKET 8.540 December 12, 2023



D1 TYPICAL PIPE PENETRATION
NTS



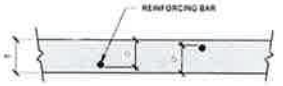
D2 TYPICAL INTERSECTION BAR
NTS



D3 TYPICAL CORNER BAR
NTS



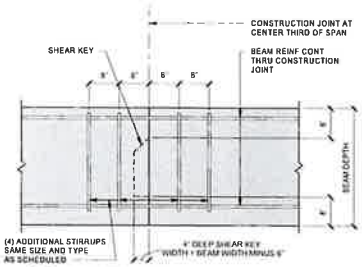
D4 TYPICAL REBAR PLACEMENT
NTS



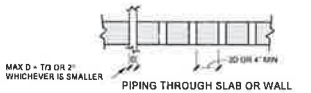
UNLESS OTHERWISE NOTED, REINFORCING SHALL BE PLACED AS SHOWN ON THE DRAWINGS WITHIN THE FOLLOWING TOLERANCE

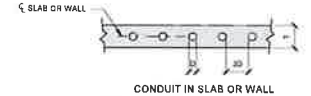
DEPTH, D, IN SLABS, JOISTS, BEAMS, WALLS, COLUMNS AND SIMILAR ELEMENTS WHERE D IS 24" OR LESS	±1/4"
WHERE D IS MORE THAN 24"	±1/2"
LONGITUDINAL LOCATION OF BENDS AND ENDS OF BARS EXCEPT THAT SPECIFIED CONCRETE COVER AT ENDS OF MEMBERS SHALL NOT BE REDUCED	±2"
FABRICATED DIMENSIONS OF TIES, STIRRUPS AND SPIRALS	0"-1/4"
OFFSET DIMENSIONS IN BENT BARS	0"-1/2"
DIMENSION FROM FACE OF SUPPORT TO LOCATION OF A TIE OR STIRRUP	±1"

C1 TOLERANCES FOR PLACING AND FABRICATION OF REINF BARS
NTS



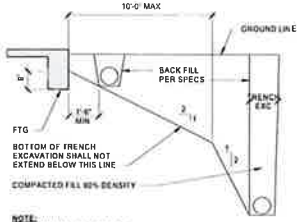
C2 CONSTRUCTION JOINT AT BEAM
NTS





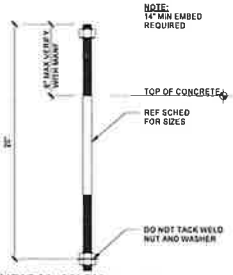
NOTE:
WHERE CLEAR DISTANCE BETWEEN SLEEVES IS IMPOSSIBLE, THIS AREA SHALL BE TREATED AS A SLAB OPENING PER TYPICAL DETAIL "OPENING IN SLAB ON GRADE"

C3 PIPING AND CONDUIT IN OR THROUGH SLAB OR WALL
NTS

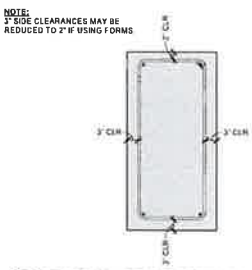


NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING, SHEATHING OR OTHERWISE MAINTAINING THE SIDES OF THE EXCAVATION FROM CAVE INS UNTIL ALL BACK FILL IS COMPLETED PER SPECIFICATIONS

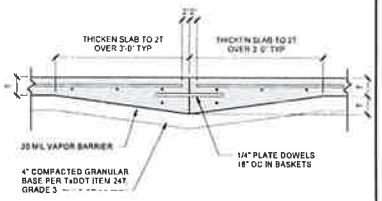
C5 EXCAVATIONS
NTS



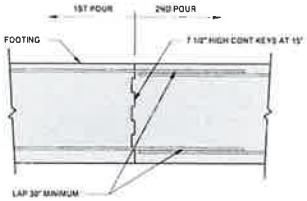
B3 TYPICAL ANCHOR ROD
NTS



B4 TYPICAL GRADE BEAM COVER
NTS

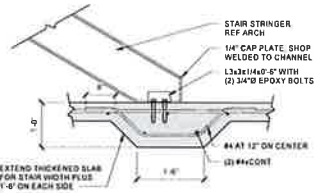


CONSTRUCTION JOINT
OR

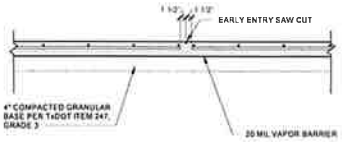


NOTE:
WELDED SPLICES REQUIRED FOR #14 AND LARGER BARS WHERE CONT FOOTING IS UNDER A WALL. LOCATE CONSTRUCTION JOINT AT 1/4 OF THE CLEAR OPENING WIDTH ABOVE FROM FACE OF OPENING, OR IN MIDDLE 1/3 OF THE DISTANCE BETWEEN COLUMNS

A1 CONTINUOUS FOOTING CONSTRUCTION JOINT
NTS



A4 STAIR STRINGER TO SLAB ON GRADE
3/4" = 1'-0"



CONTRACTION JOINT
REFER TO GENERAL NOTES FOR MORE INFO

A5 TYPICAL CONSTRUCTION JOINTS
NTS

Parkhill

10/31/2022

Parkhill.com

Midland West CCS
City of Midland

CLIENT
City of Midland

300 North Loraine
Midland, Texas

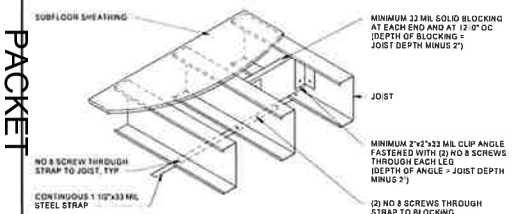
PROJECT NO.
5110 21 - WEST
40012 22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

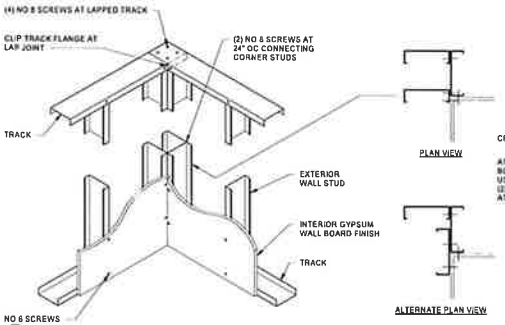
Typical Foundation Details

S-002

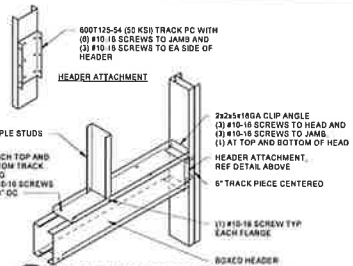
PACKET 8.541 December 12, 2023



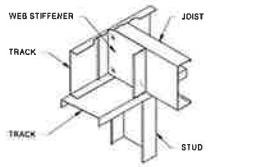
D1 JOSIT BLOCKING (SOLID)
NTS



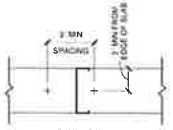
D2 CORNER FRAMING DETAIL
NTS

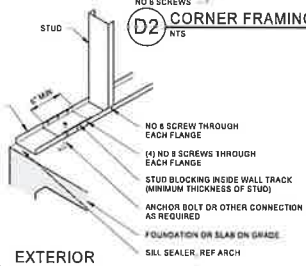


D4 BOXED HEADER CONNECTION
NTS

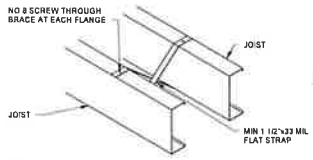


D5 JOIST WEB STIFFENER
NTS

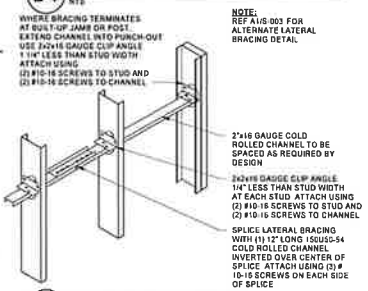




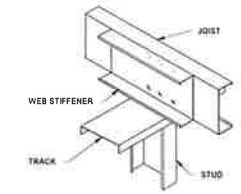
EXTERIOR
C2 WALL TO SLAB CONNECTION
NTS



C3 JOIST BLOCKING (STRAP)
NTS



C4 LATERAL WALL BRACING
NTS



C5 JOIST WEB STIFFENER
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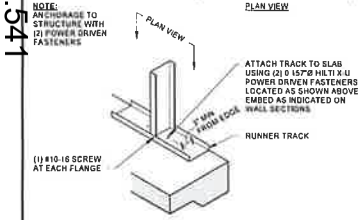
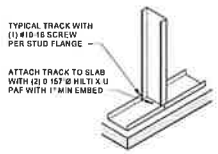
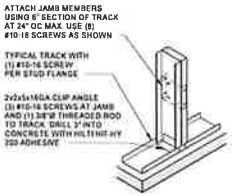


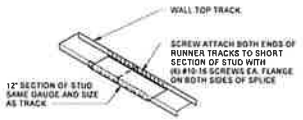
B1 STUD TO TRACK
NTS



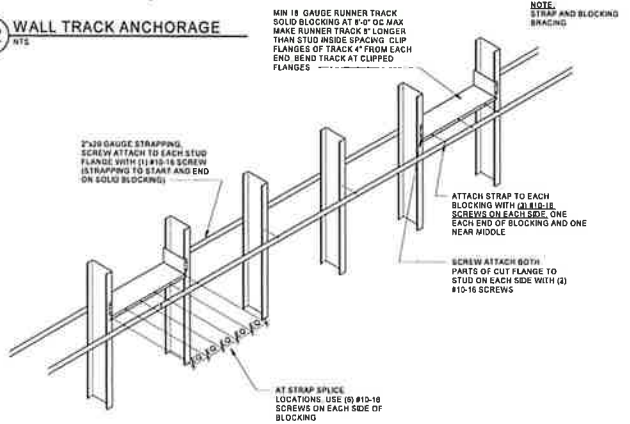
B2 WALL TRACK ANCHORAGE
NTS



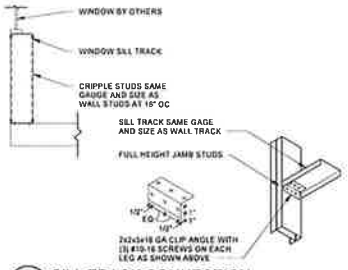
B3 JAMB ANCHORAGE
NTS



B4 TOP TRACK SPLICE
NTS



A1 ALTERNATE LATERAL BRACING
NTS



A3 SILL TRACK CONNECTION
NTS

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Midland West CCS

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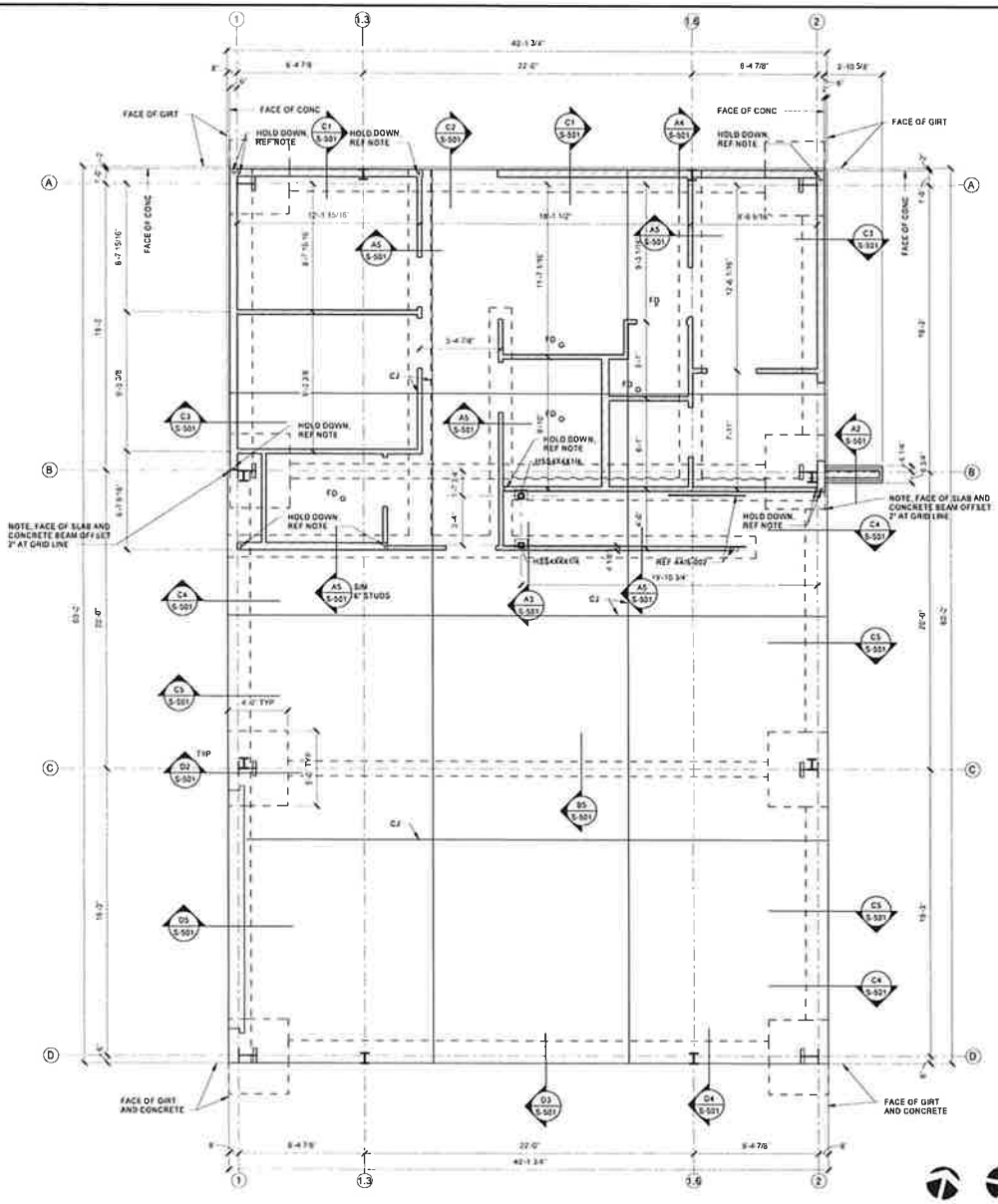
300 North Loraine
Midland, Texas

PROJECT NO.
511021 - WEST
40012.22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Light Gauge Steel Details

S-003



A1 FOUNDATION PLAN

GENERAL FOUNDATION NOTES

1. FLOOR SLAB ON GRADE SHALL BE 6" THICK, REINFORCED WITH #5 AT 16" ON CENTER EACH WAY, CHAIRED IN THE CENTER OF THE SLAB OVER 20 MIL VAPOR BARRIER OVER 4" COMPACTED BASE MEETING TxDOT ITEM 247, GRADE 3
2. EXTERIOR DIMENSIONS ARE TO FACE OF GIRT AND CONCRETE
3. INTERIOR STUD DIMENSIONS ARE TO CENTER LINE OF WALL
4. INTERIOR STUD WALLS ARE 3 5/8" WIDE EXCEPT AS NOTED
5. SIMPSON SDTT2Z HOLD DOWNS ARE SECURED TO STUD WITH (8) #14 SCREWS AND TO SLAB WITH HILTI HIT HZ ROD I/2" DIAMETER WITH 5" EMBEDMENT USING EPOXY SYSTEM INDICATED ON SHEET S-001
6. FD = FLOOR DRAIN, REFERENCE ARCHITECTURAL AND PLUMBING DRAWINGS
7. CJ = SLAB JOINT, EITHER CONSTRUCTION OR CONTRACTION AT CONTRACTOR'S OPTION. REFERENCE A5/S-002

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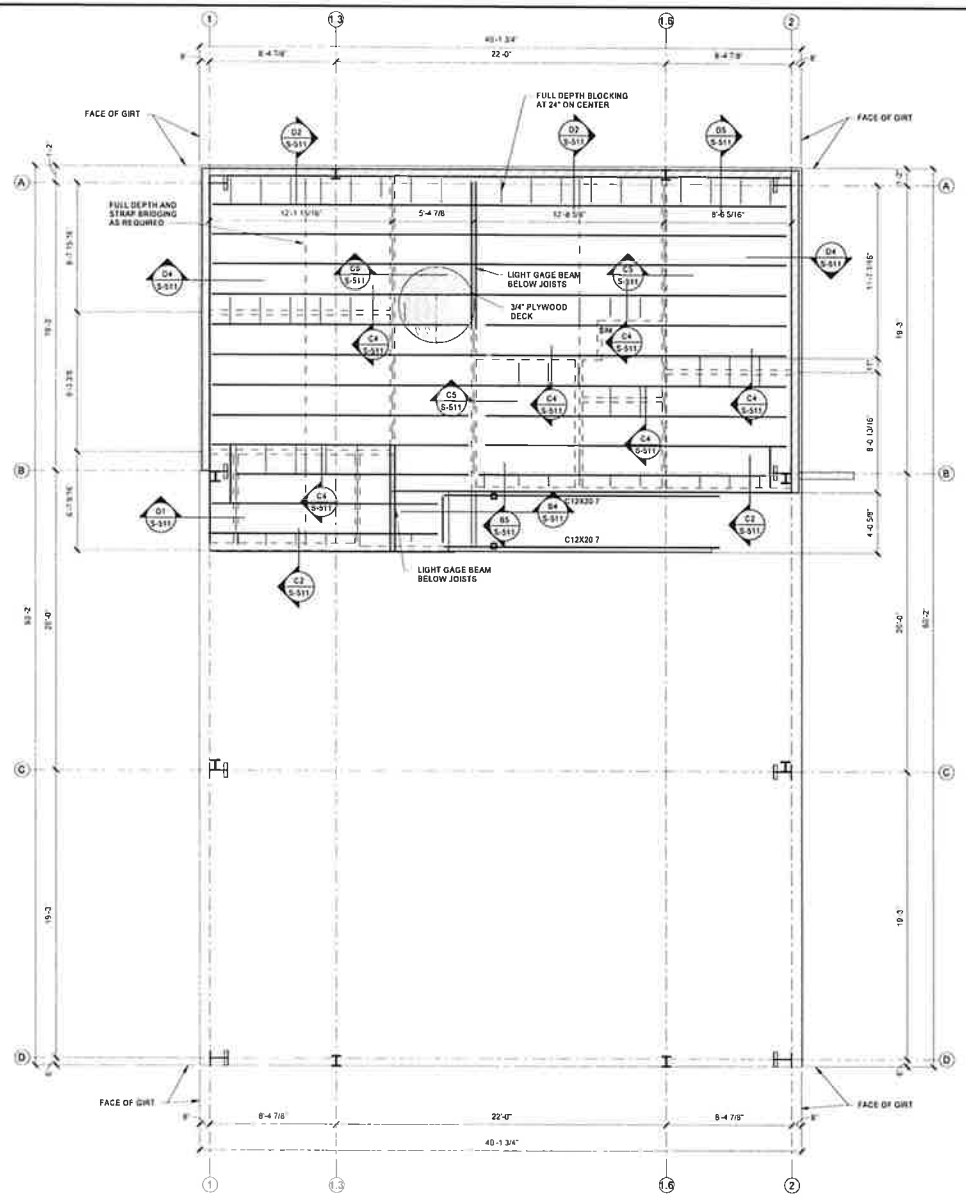
PROJECT NO.
611921 - WEST
40012.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Foundation Plan

S-111



A1 MEZZANINE FRAMING PLAN
1/4" = 1'-0"

GENERAL FRAMING NOTES

1. REFERENCE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT SHOWN
2. FLOOR DECK SHALL BE 3/4" THICK A-C GROUP I SANDED PLYWOOD PANELS WITH LONG DIRECTION PERPENDICULAR TO JOISTS SECURED TO LIGHT GAGE JOISTS WITH #8 SELF DRILLING, SELF TAPPING FLAT HEAD SCREWS AT 6" ON CENTER AT EDGES AND 12" ON CENTER IF FIELD OF SHEET
3. FLOOR JOISTS SHALL BE MINIMUM 1200S200-54 JOISTS AT 24"ON CENTER, PROVIDE WEB STIFFENER AT EACH END AND AT INTERMEDIATE SUPPORTS

WEST SITE PLAN NORTH

NORTH SITE PLAN NORTH

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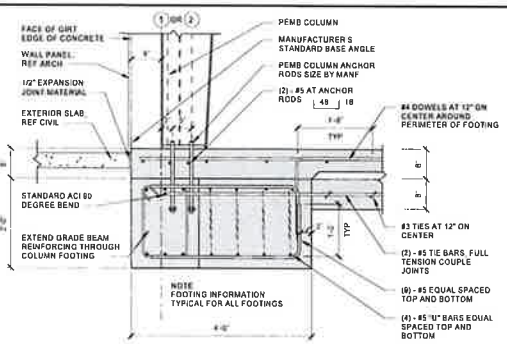
PROJECT NO.
018121 - WEST
40012 22 - NORTH

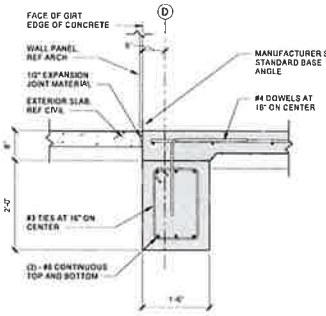
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Mezzanine Framing Plan

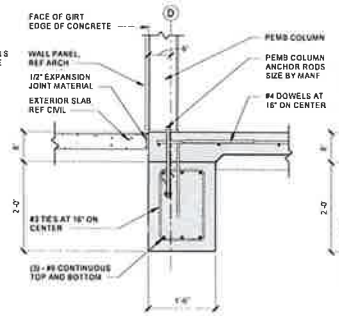
S-121



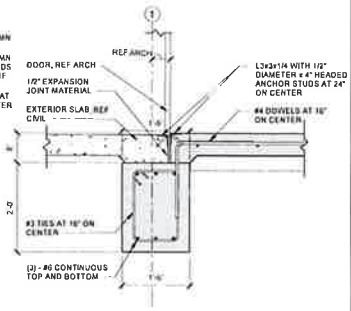
D2 SECTION 3/4" = 1'-0"



D3 SECTION 3/4" = 1'-0"



D4 SECTION 3/4" = 1'-0"



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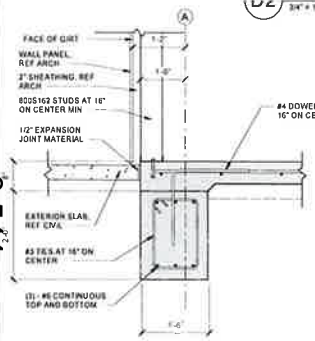
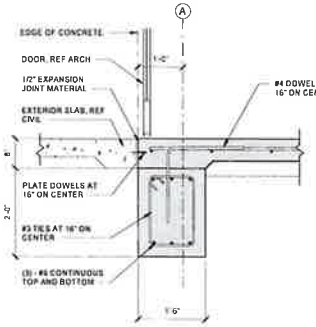
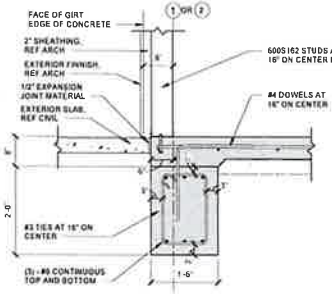


C1 SECTION 3/4" = 1'-0"



C2 SECTION 3/4" = 1'-0"



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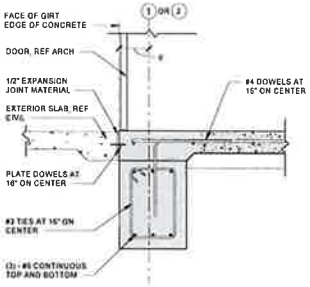
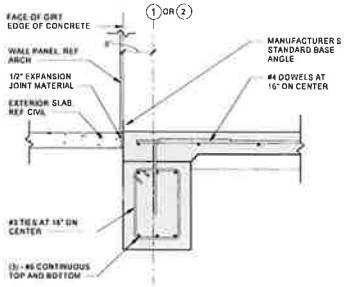
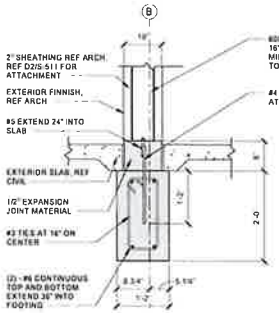


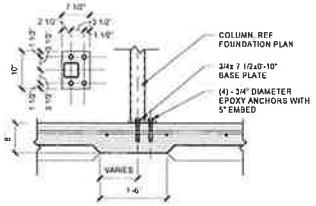
C4 SECTION 3/4" = 1'-0"



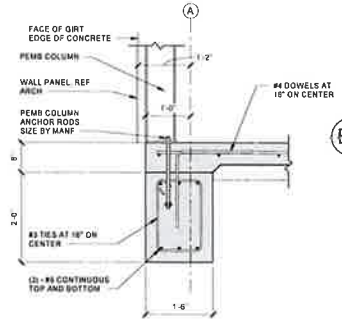
C5 SECTION 3/4" = 1'-0"



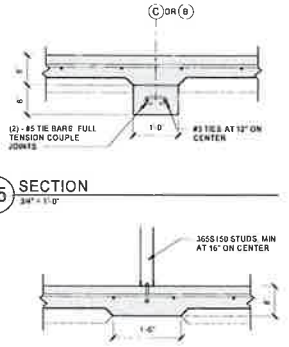
A2 SECTION 3/4" = 1'-0"



A3 SECTION 3/4" = 1'-0"



A4 SECTION 3/4" = 1'-0"



B5 SECTION 3/4" = 1'-0"

A5 SECTION 3/4" = 1'-0"

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City of Midland

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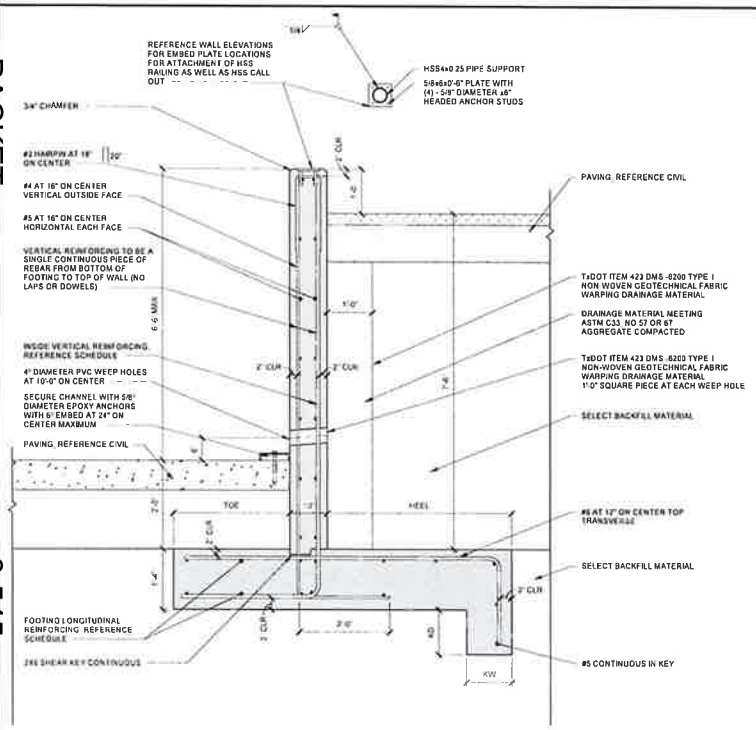
300 North Loraine
Midland, Texas

PROJECT NO.
6119.21 - WEST
40012.22 - NORTH

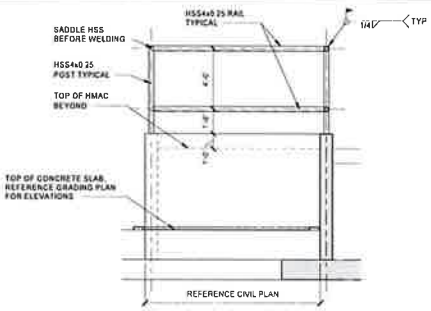
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Foundation Details

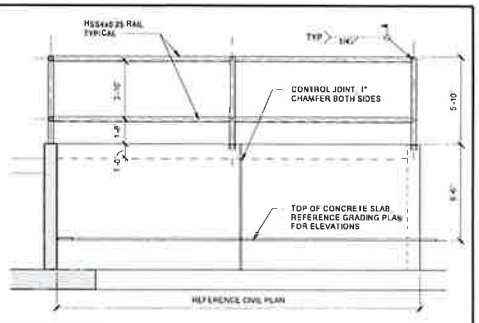
S-501



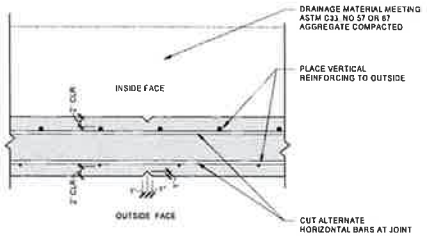
C1 RETAINING WALL
3/4" = 1'-0"



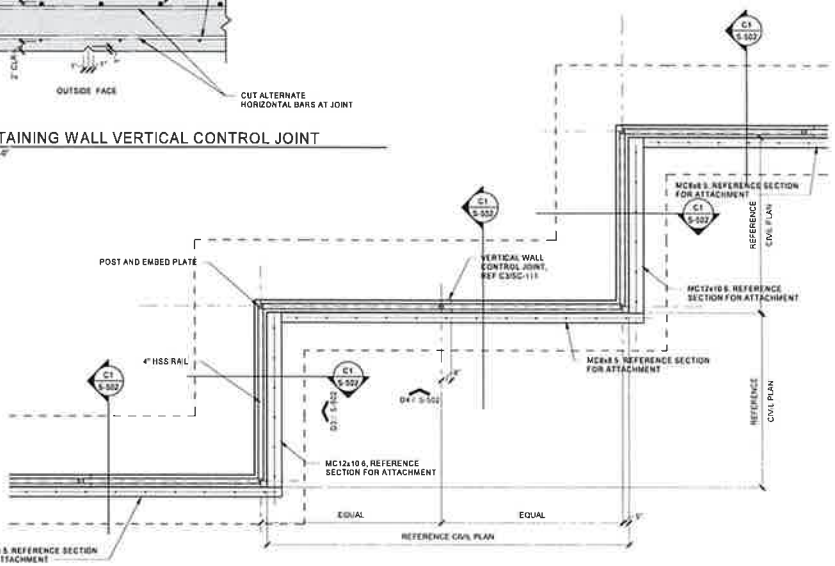
D3 ELEVATION
1/4" = 1'-0"



D4 ELEVATION
1/4" = 1'-0"



C3 RETAINING WALL VERTICAL CONTROL JOINT
1" = 1'-0"



A3 CITIZEN DROP AREA
1/4" = 1'-0"

RETAINING WALL TABLE

HEIGHT	TOE	HEEL	WIDTH	KEY WIDTH	KEY DEPTH	INSIDE VERTICAL REINFORCING	KEY REINFORCING	LONGITUDINAL FOOTING REINF		BEARING PRESSURE (PSF)		SAFETY FACTOR	
								TOP	BOTTOM	TOE	HEEL	SLIDING	OVER-TURNING
H	T	B	W	KW	KD								
2'-0" OR LESS	1'-6"	2'-3"	4'-6"	–	–	#5 AT 9"	–	(5) - #5	(5) - #5	1,209	88	3.88	3.13
4'-0" - 2'-6"	1'-6"	3'-3"	5'-6"	–	–	#5 AT 9"	–	(6) - #5	(5) - #5	1580	52	2.82	2.81
5'-0" - 4'-0"	2'-0"	3'-3"	6'-6"	–	–	#5 AT 9"	–	(7) - #5	(6) - #5	1,870	72	2.42	2.89
6'-0" - 5'-0"	2'-6"	5'-2"	8'-6"	1'-0"	1'-0"	#5 AT 9"	(2) - #5 CONTINUOUS	(8) - #5	(6) - #5	1,892	59	2.29	2.58

DESIGN CRITERIA
EQUIVALENT FLUID PRESSURE = 37 PCF
DESIGN BACKFILL DENSITY = 110 PCF
DESIGN CONCRETE WEIGHT = 145 PCF
HEEL SURCHARGE = 250 PSF
TOE SURCHARGE = 75 PSF
CONCRETE STRENGTH (f'c) = 4,000 PSI
REINFORCING YIELD (Fy) = 60,000 PSI
FOOTING SOIL FRICTION FACTOR = 0.35

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10/31/2023

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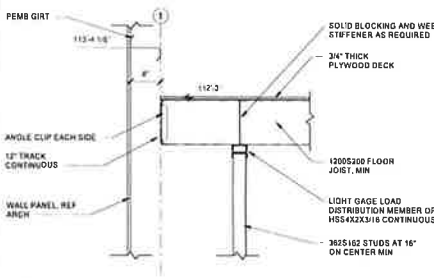
Midland, Texas

PROJECT NO.
6110.21 - WEST
40012.22 - NORTH

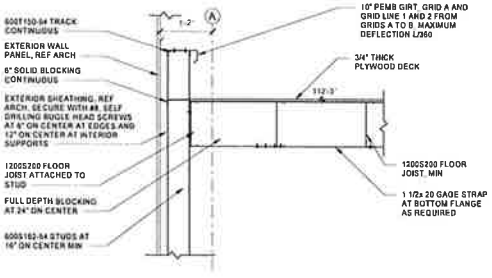
	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Foundation Details

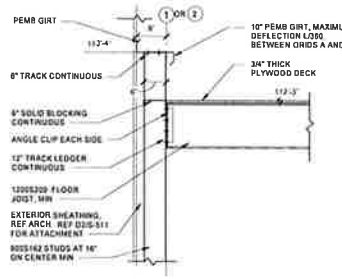
S-502



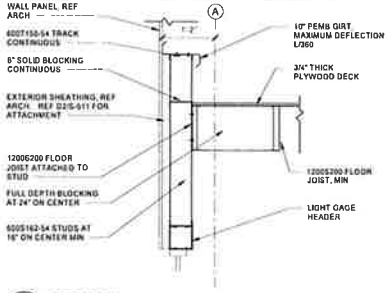
D1 SECTION 3/4" = 1'-0"



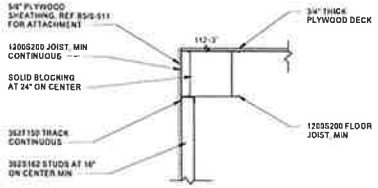
D2 SECTION 3/4" = 1'-0"



D4 SECTION 3/4" = 1'-0"



D5 SECTION 3/4" = 1'-0"



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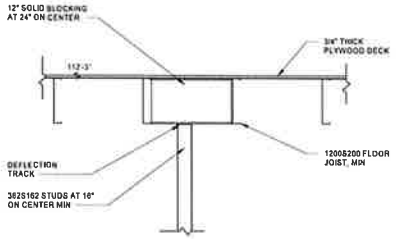

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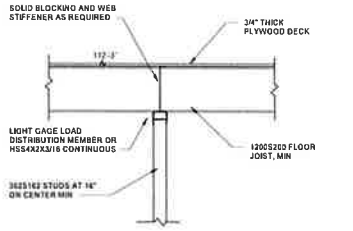

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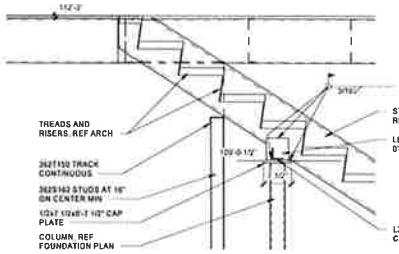
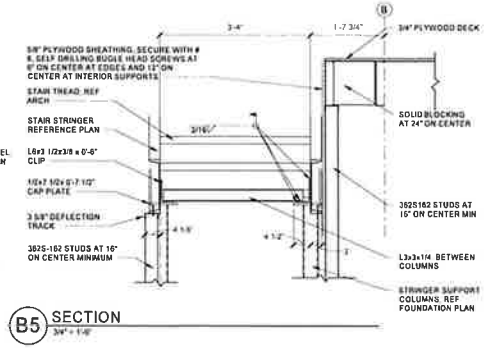


B4 SECTION 3/4" = 1'-0"



B5 SECTION 3/4" = 1'-0"

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10/31/2023

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Midland West CCS

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300 North Loraine
Midland, Texas

PROJECT NO.
61821 - WEST
40012 22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Framing Details

S-511

INTERIOR LEGEND

AA	FINISH TAG
	FIXTURES / FURNITURE / EQUIPMENT / SIGNAGE
	NOT IN SCOPE

FLOOR PLAN LEGEND

	CONCRETE WALL
	FACE BRICK
	CMU WALL
MJ	MASONRY CONTROL JOINT
	EXISTING CONSTRUCTION TO REMAIN
	EXISTING CONSTRUCTION TO BE REMOVED
	NEW STUD WALL
	NEW PARTIAL HEIGHT WALL
	GLAZING SYSTEM
	WIRE MESH OR FABRIC PARTITION
CG1	CORNER GUARD
CG1	END WALL GUARD
WG1	WALL GUARD
HR1	HANDRAIL
FEC	FIRE EXTINGUISHER AND CABINET
FEB	FIRE EXTINGUISHER AND BRACKET
	FURNITURE/EQUIPMENT NIC
DS	DOWN SPOUT
FD	FLOOR DRAIN
000	DOOR NUMBER
XX	WINDOW MARK
LV00	LOUVER MARK
HM00	HOLLOW METAL FRAME MARK
AL00	ALUMINUM FRAME MARK
XX	PARTITION TYPE
AA	FINISH TAG

RCP LEGEND

	CEILING TRACK
CJ	CONTROL JOINT
	ACCESS PANEL
	SKYLIGHT
	GYP BD CEILING
	SUSPENDED METAL LATH AND PLASTER CEILING
	SUSPENDED ACOUSTICAL CEILING SYSTEM TYPE A
	SUSPENDED ACOUSTICAL CEILING SYSTEM TYPE B

ROOF LEGEND

RD	ROOF DRAIN
OD	OVERFLOW DRAIN
	SLOPE
	ROOF MOUNTED EQUIPMENT
	VENT THROUGH ROOF (VTR)
	SKYLIGHT
	ROOF HATCH

DETAIL LEGEND

	COMPACTED SOIL
	UNDISTURBED SOIL
	STONE/MARBLE
	PLASTER OR STUCCO ON METAL LATH
	STEEL
	CONCRETE IN SECTION
	BRICK
	CMU
	BATT INSULATION
	ACOUSTICAL TILE
	RIGID INSULATION
	WOOD CONTINUOUS
	WOOD DISCONTINUOUS
	PLASTER, SAND OR CEMENT GROUT
	POUROUS FILL, GRAVEL (CAPILLARY WATER BARRIER PAVEMENT BASE)
	TERAZZO (IN SECTION)

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10/31/2023

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Citizen Collection Stations

City of Midland

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300 North Loraine
Midland, TX

PROJECT NO.
6118.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Architectural / Interior Legends

A-001

INTERIOR PARTITION SCHEDULE

(PLAN)

A



B



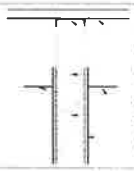
PARTITION TYPE

	1	2	3	4	5	6	7	8
ASSEMBLY THICKNESS	3 3/4"	3 3/4"	4 7/8"	4 7/8"	7 1/4"	7 1/4"	9 1/4"	9 1/4"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	3 5/8"	3 5/8"	6"	6"	8"	8"
SOUND-ATTENUATION BLANKETS		REQ		REQ		REQ	REQ	REQ
UL DESIGN ASSEMBLY	U465	U465	U465	U465	U465	U465	U465	U465
FIRE RATING (IF REQUIRED BY CODE SHEET)	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR
STC RATING	35	48	48	48		51		

	1	2	3	4	5	6	7	8
ASSEMBLY THICKNESS	3 1/8"	3 1/8"	4 1/4"	4 1/4"	6 5/8"	6 5/8"	8 5/8"	8 5/8"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	3 5/8"	3 5/8"	6"	6"	8"	8"
SOUND-ATTENUATION BLANKETS		REQ		REQ		REQ	REQ	REQ
UL DESIGN ASSEMBLY								
FIRE RATING (IF REQUIRED BY CODE SHEET)	NR	NR	NR	NR	NR	NR	NR	NR
STC RATING				34		37		

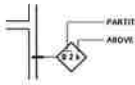
ABOVE CEILING CONDITION (SECTION)

b



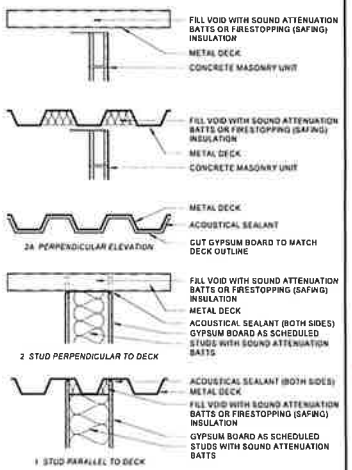
PARTITION GENERAL NOTES

THE FOLLOWING PARTITION GRAPHIC SYMBOL AND THREE PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT NOTE: THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE POINT OF AN INTERSECTING PARTITION. IF NO CHANGE IN DESIGNATION IS SHOWN BEYOND THE INTERSECTION, THE PREVIOUS PARTITION CONSTRUCTION DESIGNATION APPLIES. REFER TO CODE PLAN G-101 FOR RATED WALLS



- WHERE SOUND ATTENUATION BLANKETS ARE SCHEDULED
  1. INSTALL ACOUSTICAL SEALANT AT ALL PENETRATIONS PER MANUFACTURER'S INSTRUCTIONS AT TOP AND BOTTOM OF WALLS (BOTH SIDES)
  2. PUTTY PADS AT ALL WALL PENETRATIONS INCLUDING ELECTRIC OUTLETS, IT BACK BOXES
- ALL ASSEMBLY THICKNESSES LISTED IN THE PARTITION TYPES ARE BASED ON 5/8" THICK GYPSUM BOARD. ALTERNATE GYPSUM BOARD THICKNESSES WILL HAVE A DIFFERENT ASSEMBLY THICKNESS
- WHERE RATED ASSEMBLY EXTENDS TO STRUCTURE ABOVE PROVIDE UL APPROVED FIRE RATED HEAD OF WALL ASSEMBLY TO MATCH RATING OF WALL. WALL HEIGHTS EXCEEDING STUD MANUFACTURER'S MAXIMUM (LIMITING) SPAN USING SPSF LATERAL LOADING SHALL BE BRACED TO STRUCTURE ABOVE. (LAY-IN CEILINGS ARE NOT ACCEPTABLE BRACING. HARD CEILINGS ARE ACCEPTABLE)
- "STRUCTURE ABOVE" (AS NOTED IN THE PARTITION CONDITIONS) IS DEFINED AS THE UNDERSIDE OF ONE OR MORE OF THE FOLLOWING
  - COMPOSITE FLOOR SLAB
  - STAIR TREADS/RISERS
  - METAL ROOF DECK
  - STEEL BEAMS
- IN NO CASE SHALL THE BOTTOM OF STEEL JOISTS BE CONSIDERED BOTTOM OF STRUCTURE ABOVE
- NR = NOT RATED

PARTITION TERMINATION AT DECK



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Citizen Collection Stations

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Midland, TX

PROJECT NO.
5110.21 - WEST
40015.32 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Interior Partition Schedule

A-002

PACKET 8.549 December 12, 2023

INTERIOR MATERIAL LEGEND

MARK	DESCRIPTION	MANUFACTURER	STYLE/COLLECTION	COLOR	REMARKS
09 51 23 - ACOUSTIC TILE CEILINGS					
ACT1	ACOUSTIC CEILING TILE (FIELD) SIZE: 24" X 48"	REFERENCE SPECIFICATION	REFERENCE SPECIFICATION	WHITE	OFFICE CEILING
09 65 13 - RESILIENT BASE AND ACCESSORIES					
RB1	RESILIENT BASE 4" COVE	ROPPE		ROPPE 123 CHARCOAL	TYP ALL GYP BOARD LOCATIONS
09 77 20 - DECORATIVE FIBERGLASS REINFORCED WALL PANELS					
FRP1	FIBER REINFORCED PLASTIC PANELS	MARLITE	STANDARD FRP - PEBBLED	MARLITE MEDIUM GREY	TYP JAN CLOSET LOCATIONS
FRP2	FIBER REINFORCED PLASTIC PANELS	MARLITE	RECTANGLE HORIZONTAL - 6" X 3" TILE CONFIGURATION	BLACK WITH WHITE GROUT LINES SS105-R43 (VERTICAL)	TYP RESTROOM LOCATIONS AND BREAK ROOM BACKSPLASH
09 91 23 - INTERIOR PAINTING					
PT1	PAINT	SHERWIN WILLIAMS		SW 7008 PEARLY WHITE	TYP ALL GYP BOARD LOCATIONS
SCN1	SEALED CONCRETE	SHERWIN WILLIAMS	REFERENCE SPECIFICATION	CLEAR	TYP ALL CONCRETE FLOOR SURFACES
09 93 00 - STAINING AND TRANSPARENT FINISHING					
TPF1	TRANSPARENT FINISH	SHERWIN WILLIAMS	REFERENCE SPECIFICATION	CLEAR COAT	TYP ALL PLYWOOD LOCATIONS
10 28 00 - WALL AND DOOR PROTECTION					
CG1	CORNER GUARD	CS ACROVYN	REFERENCE SPECIFICATION	ACROVYN #934 PEARL	
12 32 16 - PLASTIC LAMINATE CASEWORK					
PLAM1	PLASTIC LAMINATE CASEWORK	WILSONART		FAIRCHILD 8238	
SS1	SOLID SURFACE COUNTERTOPS	CORIAN DESIGN		CORIAN DEEP NOCTURNE	

GENERAL FINISH NOTES

FLOORS:
- A GROUND LEVEL FLOORS SHALL RECEIVE (SCN1) UNO
- B STORAGE MEZZANINE SHALL RECEIVE (TPF1) UNO

BASE:
- A BASE SHALL BE (RB1) UNO

WALLS:
- A DRYWALL WALLS SHALL BE PAINTED (PT1) UNO
- B RESTROOM WALLS SHALL RECEIVE (FRP2) FROM FLOOR TO CEILING
- C JANITOR CLOSETS SHALL RECEIVE (FRP1) FROM FLOOR TO 4'-0" AFF ON ALL WET WALLS. WALLS SHALL BE PAINTED (PT1) ABOVE
- D LOADING BAY WALLS TO RECEIVE PLYWOOD TO 12' - 0" AFF. PLYWOOD TO REVEIVE (TPF1) UNO
- E MEZZANINE WALLS TO RECEIVE PLYWOOD TO 4' - 0" AFF. PLYWOOD TO REVEIVE (TPF1) UNO

CEILINGS:
- A ACOUSTICAL CEILING SHALL BE (ACT1) UNO
- B DRYWALL CEILINGS SHALL BE PAINTED (PT1) UNO

MILLWORK:
- A UPPER AND LOWER MILLWORK SHALL BE (PLAM1) UNO
- B COUNTERTOPS SHALL BE (PLAM1) UNO

MISCELLANEOUS:
- A DOOR AND WINDOW TRIM SHALL BE (PT#)
- B HANDRAILS SHALL BE (PT2)
- C PAINTED DOORS SHALL BE (PT#) UNO

GENERAL NOTES

- A REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING HEIGHTS/LOCATIONS FOR TOILET ROOM ACCESSORIES
- B ALL INTERIOR WALLS ARE 4&a UNLESS NOTED OTHERWISE. REFER TO SHEET A-002 FOR INTERIOR PARTITION SCHEDULE
- C DIMENSIONS ARE TO FACE OF STUD, CMU, OR CENTERLINE OF STRUCTURE UNO
- D COORDINATE WITH MEP DRAWINGS FOR LOCATIONS OF FIXTURES. LOCATE AS SHOWN ON ARCHITECTURAL PLANS AND DETAILS. NOTIFY ARCHITECT OF CONFLICTS PRIOR TO CONSTRUCTION
- E CENTER DEVICES IN CEILING TILES UNO
- F REFER TO INTERIOR ELEVATIONS AND ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION CONCERNING HEIGHTS, CEILING MATERIALS AND FURRED CEILINGS
- G AT LOCATIONS OF PERFORATED RETURN AIR GRILLES, WIRING, CABLING ETC. TO BE HELD CLEAR OF OPEN LINE OF SIGHT THROUGH GRILLE. IN CASES WHERE THIS IS UNAVOIDABLE, ITEMS VISIBLE ABOVE GRILLE ARE TO BE PAINTED FLAT BLACK.

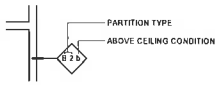
KEY NOTES

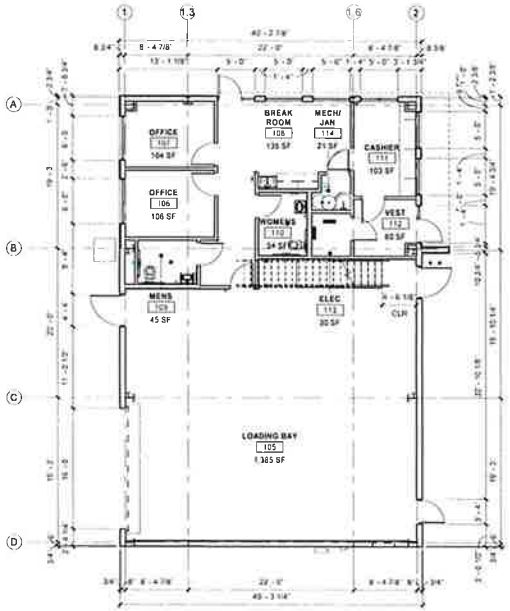
AS INDICATED BY (#)

104	REMOVABLE GUARD RAIL SECTION
105	METAL PAN CONCRETE FILLED STAIRS
106	MECH LOUVER, REF MECH
427	GH CEILING DR, AS SCHED
465	GUARD RAIL
831	MECH EQUIP, REF MECH

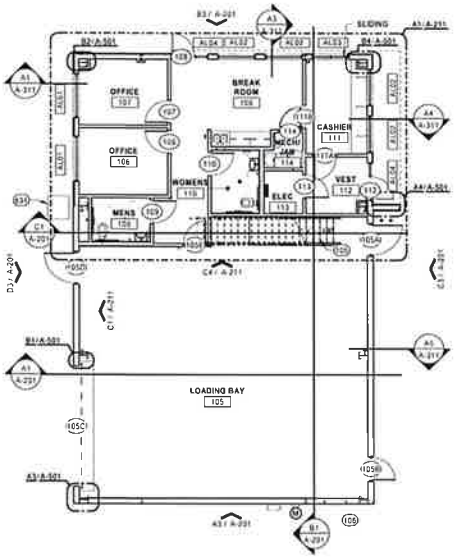
PARTITION GENERAL NOTES

THE FOLLOWING PARTITION GRAPHIC SYMBOL AND THREE PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT. NOTE: THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE POINT OF AN INTERSECTING PARTITION. IF NO CHANGE IN DESIGNATION IS SHOWN BEYOND THE INTERSECTION, THE PREVIOUS PARTITION CONSTRUCTION DESIGNATION APPLIES. REFER TO CODE PLAN G-101 FOR RATED WALLS.

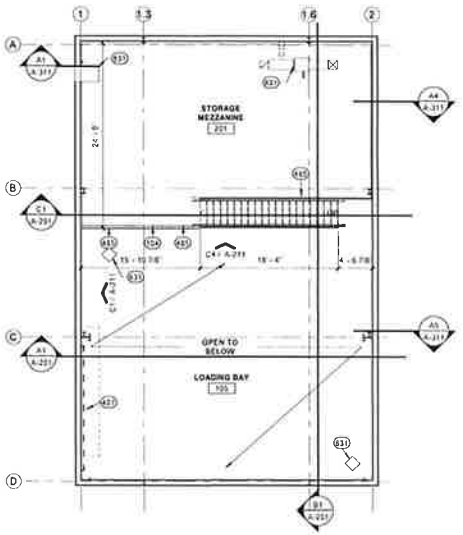




A1 DIMENSIONED PLAN - 1ST FLOOR 1/8" = 1'-0"



A2 ANNOTATED PLAN - 1ST FLOOR 1/8" = 1'-0"



A4 ANNOTATED/DIMENSIONED PLAN - MEZZANINE 1/8" = 1'-0"

WEST SITE PLAN NORTH | NORTH SITE PLAN NORTH

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Midland, TX

PROJECT NO
5119.21 - WLST
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DATE	DESCRIPTION
10/31/2023	Issue for Proposal

Annotated & Dimensioned Plans

A-111

GENERAL NOTES

A. DIMENSIONS ARE TO FACE OF STUD, CMU, OR CENTERLINE OF STRUCTURE UNO
B. COORDINATE WITH MEP DRAWINGS FOR LOCATIONS OF FIXTURES. LOCATE AS SHOWN ON ARCHITECTURAL PLANS AND DETAILS. NOTIFY ARCHITECT OF CONFLICTS PRIOR TO CONSTRUCTION
C. FINAL SPRINKLER HEAD LOCATIONS SHALL BE SET BY FIRE PROTECTION ENGINEER AND APPROVED BY ARCHITECT
D. CENTER DEVICES, SPRINKLER HEADS, ETC. IN CEILING TILES UNO
E. CEILING HEIGHTS SHALL BE 9' - 0" ABOVE FINISHED FLOOR UNO
F. REFER TO INTERIOR ELEVATIONS AND ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION CONCERNING HEIGHTS, CEILING MATERIALS AND FURRED CEILINGS
G. AT LOCATIONS OF PERFORATED RETURN AIR GRILLES, WIRING, CABLING, ETC. TO BE HELD CLEAR OF OPEN LINE OF SIGHT THROUGH GRILLE. IN CASES WHERE THIS IS UNAVOIDABLE, ITEMS VISIBLE ABOVE GRILLE ARE TO BE PAINTED FLAT BLACK

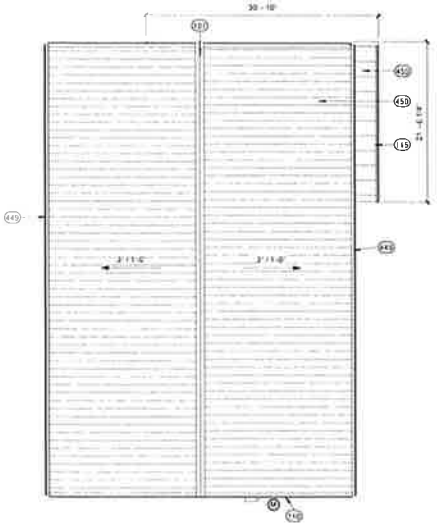
KEY NOTES

AS INDICATED BY (#) - --

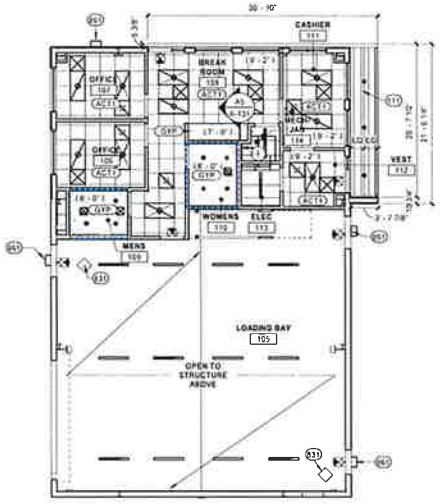
107 METAL ROOF RIDGE TRIM
110 PREFIN MTL RAKE TRIM
111 PREFIN MTL SOFFIT PANEL
115 CONCEALED GUTTER
449 MTL GUTTER
450 MTL ROOFING
831 MECH EQUIP, REF MECH
861 LIGHT FIXTURE, REF ELECT

LEGEND

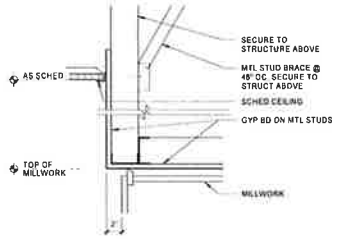
GYPSUM WALL BOARD CEILING
LAY-IN CEILING
MTL SOFFIT
DENOTES SOUND INSULATION



A1 ROOF PLAN
1/8" = 1'-0"
0 4' 8' 16' WEST SITE PLAN NORTH NORTH SITE PLAN NORTH



A3 REFLECTED CEILING PLAN
1/8" = 1'-0"
0 4' 8' 16' WEST SITE PLAN NORTH NORTH SITE PLAN NORTH



A5 CEILING DETAIL
1 1/2" = 1'-0"

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5115.21 - WEST
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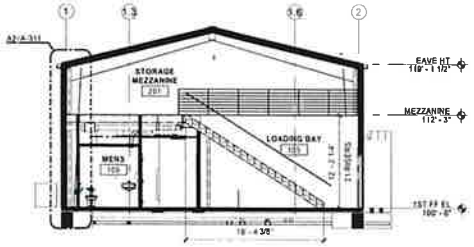
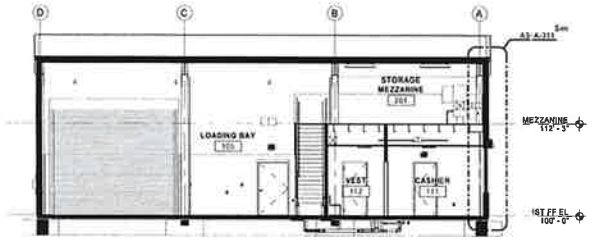
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Reflected Ceiling Plan & Roof Plan

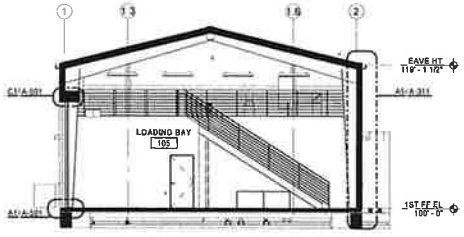
A-131



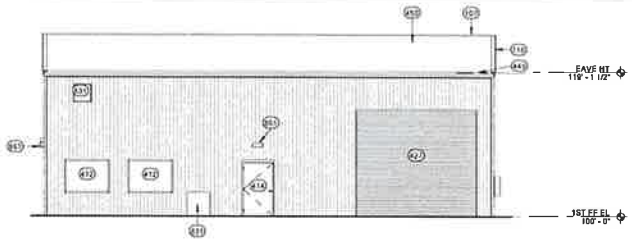
C1 BUILDING SECTION



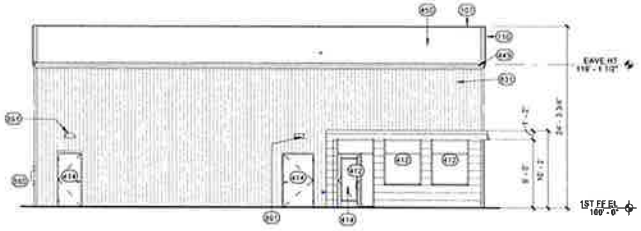
B1 BUILDING SECTION



A1 BUILDING SECTION



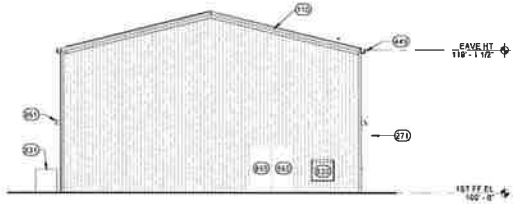
D3 WEST ELEVATION



C3 EAST ELEVATION



B3 NORTH ELEVATION



A3 SOUTH ELEVATION

GENERAL NOTES

A PAINT ALL GYP BOARD WALLS IN FIELD. REF PROJECT MANUAL
B FINISH ALL EXPOSED PLYWOOD IN FIELD, REF PROJECT MANUAL
C VERIFY DIMENSIONS

KEY NOTES

AS INDICATED BY (#)

107	METAL ROOF RIDGE TRIM
110	PREFIN MTL RAKE TRIM
271	MTL PANEL SYSTEM TYPE B
412	ALUM STORE FRONT & GLAZING, AS SCHED
414	DOOR, AS SCHED
427	OH COILING DR, AS SCHED
449	MTL GUTTER
456	MTL ROOFING
630	REF MECH
631	MECH EQUIP, REF MECH
860	REF ELECT
861	LIGHT FIXTURE, REF ELECT

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PROJECT NO.
8119.21 - WEST
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#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Exterior Elevations & Building Sections

A-201

KEY NOTES

AS INDICATED BY (#)

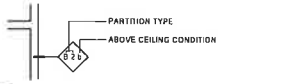
101	UNDERCOUNTER REFRIGERATOR, OFCI
109	UNDERCOUNTER ICE MAKER, OFCI
112	ALUMINUM SUPPORT BRACKET
113	COUNTERTOP
114	CONTROL JOINT
124	OPEN SHELF
132	CANE DETECTION
552	FEB
600	GRAB BAR (GB)
602	COMBINATION PAPER TOWEL DISPENSER/WASTE RECEPTACLE (PTDWR)
603	PAPER TOWEL DISPENSER (PTD)
607	TLT TISSUE DISPENSER (TTD-1)
612	MIRROR (M1)
686	CORNER GUARD

GENERAL NOTES

A PAINT ALL GYP BOARD WALLS IN FIELD, REF PROJECT MANUAL
B FINISH ALL EXPOSED PLYWOOD IN FIELD REF PROJECT MANUAL
C VERIFY DIMENSIONS

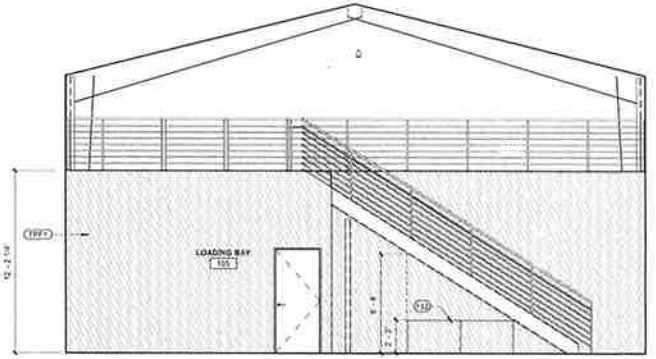
PARTITION GENERAL NOTES

THE FOLLOWING PARTITION GRAPHIC SYMBOL AND THREE PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT NOTE THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE POINT OF AN INTERSECTING PARTITION IF NO CHANGE IN DESIGNATION IS SHOWN BEYOND THE INTERSECTION THE PREVIOUS PARTITION CONSTRUCTION DESIGNATION APPLIES REFER TO CODE PLAN G.101 FOR RATED WALLS

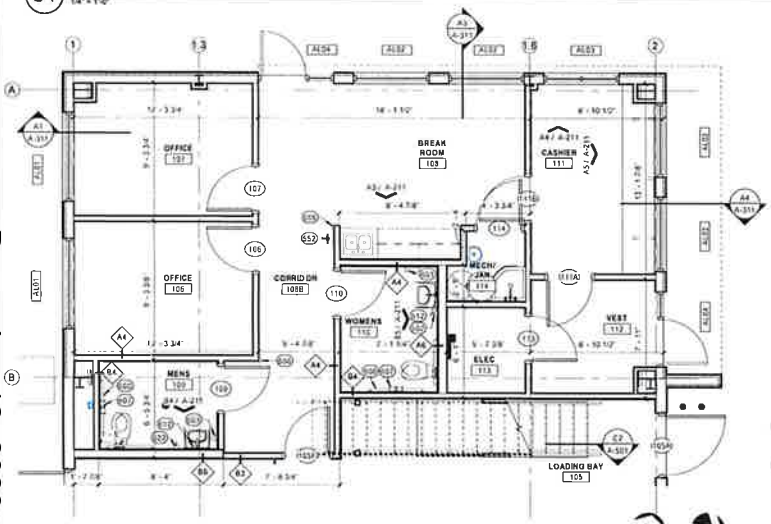




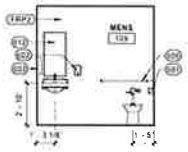
C1 INTERIOR ELEVATION
1/4" = 1'-0"



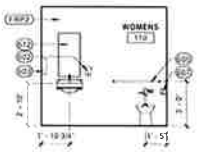
C4 INTERIOR ELEVATION
1/4" = 1'-0"



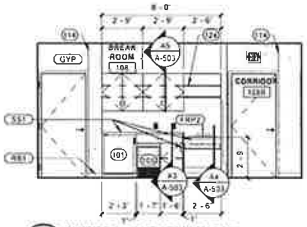
A1 ENLARGED PLAN
1/4" = 1'-0"



B4 INTERIOR ELEVATION
1/4" = 1'-0"



B5 INTERIOR ELEVATION
1/4" = 1'-0"



A3 INTERIOR ELEVATION
1/4" = 1'-0"



A4 INTERIOR ELEVATION
1/4" = 1'-0"



A5 INTERIOR ELEVATION
1/4" = 1'-0"

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Citizen Collection Stations

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PROJECT NO.
6119.21 - WEST
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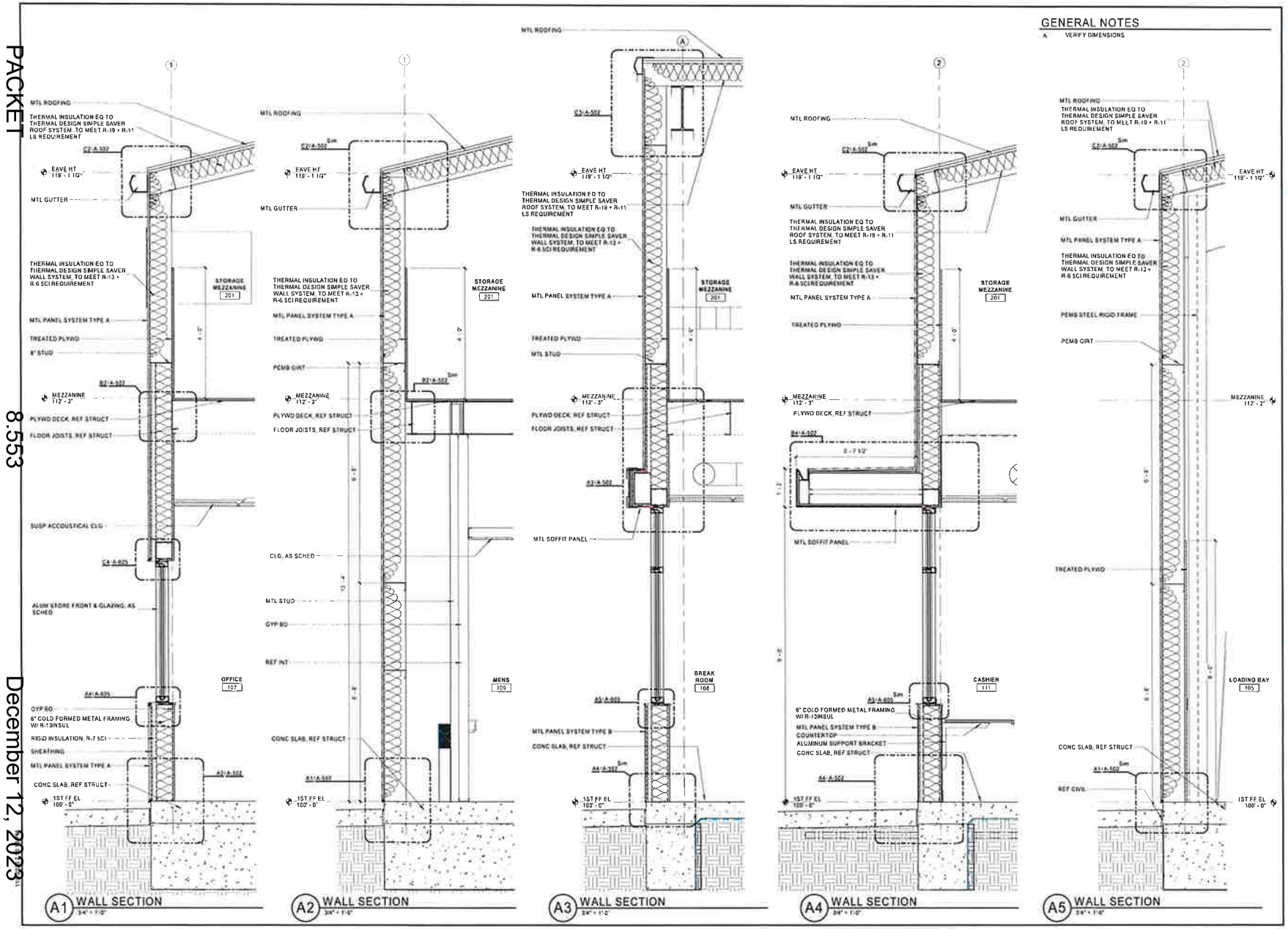
-	10/31/2023	Issue for Proposal
#	DATE	DESCRIPTION

Interior Elevations & Enlarged Plans

A-211



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PROJECT NO.
5118.21 - WEST
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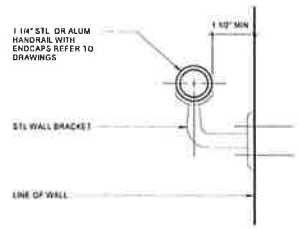
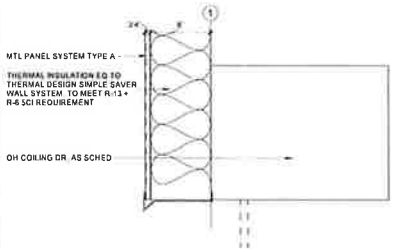
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Wall Sections

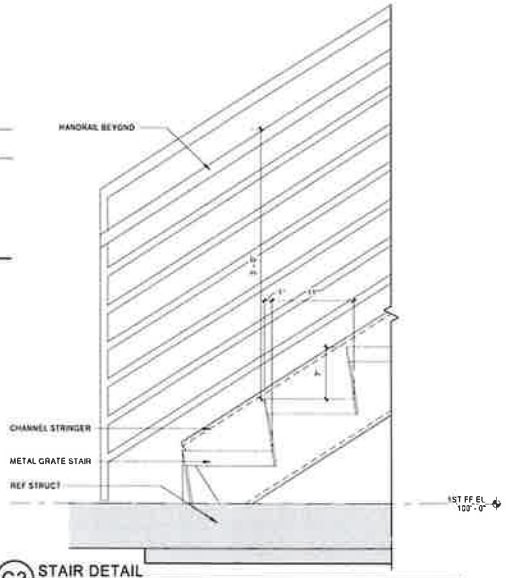
A-311



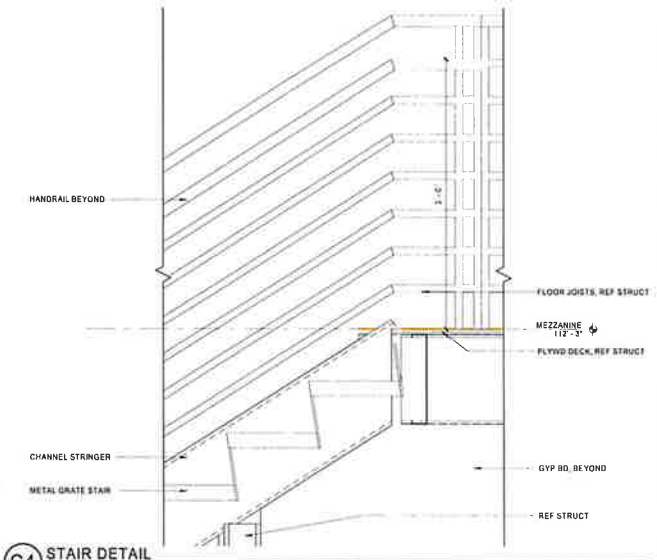
D2 STAIR DETAIL
3" = 1'-0"



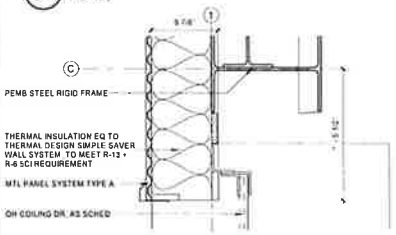
C1 SECTION DETAIL
1 1/2" = 1'-0"



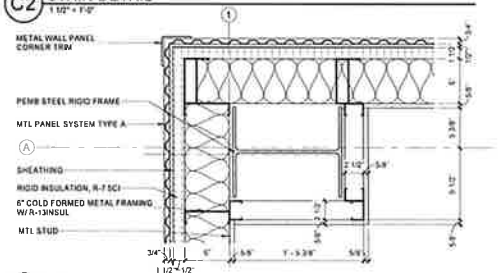
C2 STAIR DETAIL
1 1/2" = 1'-0"



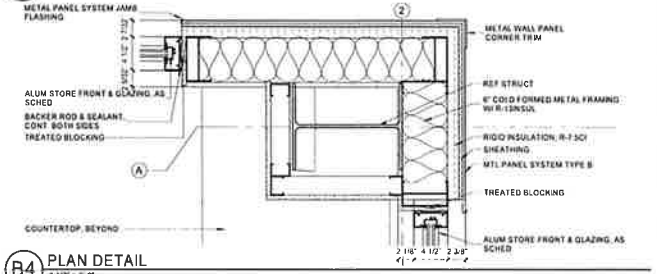
C4 STAIR DETAIL
1 1/2" = 1'-0"



B1 PLAN DETAIL
1 1/2" = 1'-0"



B2 PLAN DETAIL
1 1/2" = 1'-0"



B4 PLAN DETAIL
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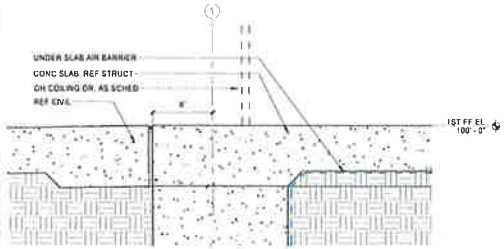

A1 SECTION DETAIL
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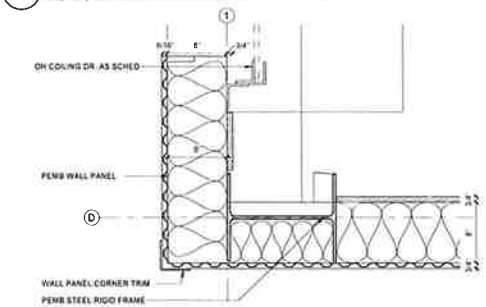

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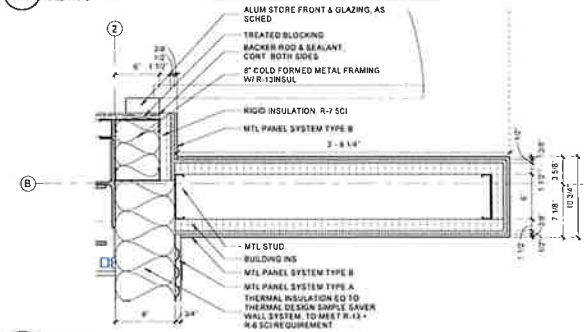

A4 PLAN DETAIL
1 1/2" = 1'-0"

Parkhill

10/31/2023

Parkhill.com

Citizen Collection Stations

City of Midland

MIDLAND Feel the Energy!

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City of Midland

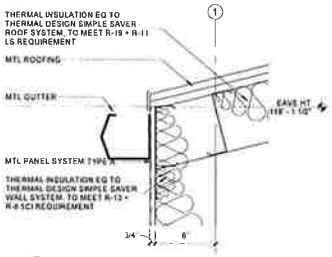
300 North Loraine
Midland, TX

PROJECT NO.
6110.21 - WEST
40015.22 - NORTH

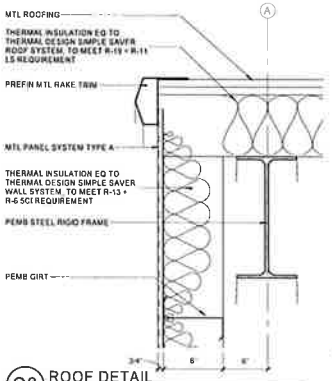
#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Details

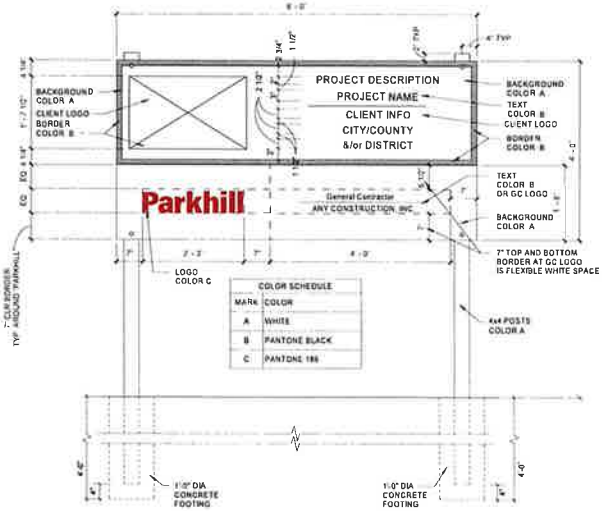
A-501



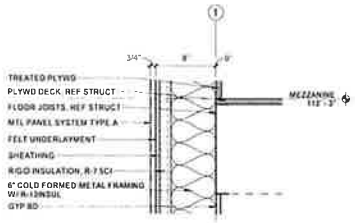
C2 ROOF DETAIL
1 1/2" = 1'-0"



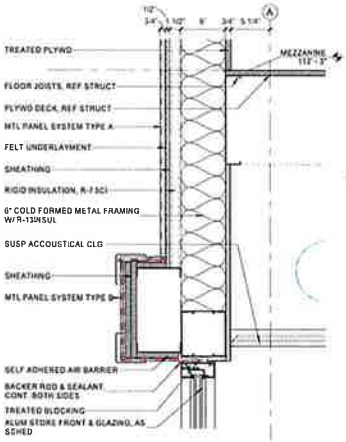
C3 ROOF DETAIL
1 1/2" = 1'-0"



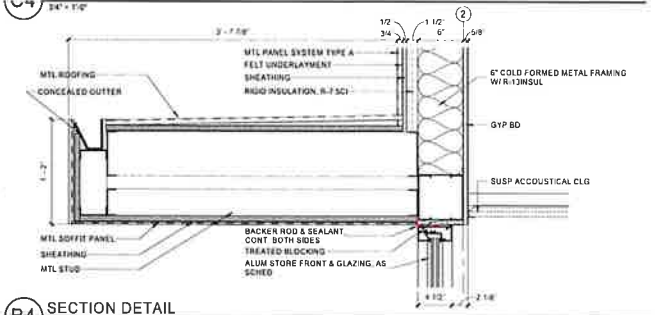
C4 PROJECT SIGN - L
3/4" = 1'-0"



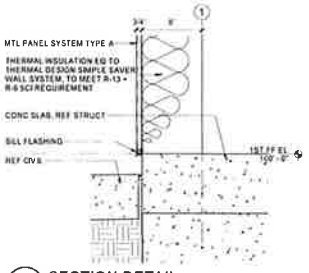
B2 SECTION DETAIL
1 1/2" = 1'-0"



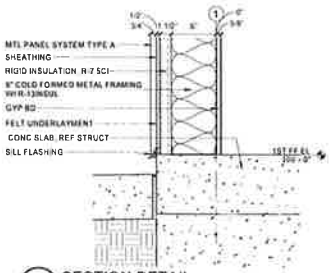
A3 SECTION DETAIL
1 1/2" = 1'-0"



B4 SECTION DETAIL
1 1/2" = 1'-0"



A1 SECTION DETAIL
1 1/2" = 1'-0"



A2 SECTION DETAIL
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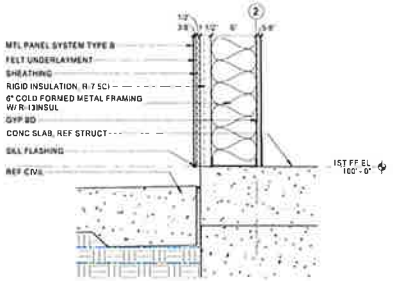

A4 SECTION DETAIL
1 1/2" = 1'-0"

Parkhill

10/31/2023

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Citizen Collection Stations

City of Midland

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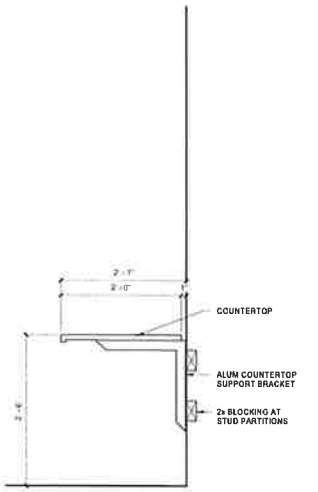
300 North Loraine
Midland, TX

PROJECT NO
81121 - WEST
40015.22 - NORTH

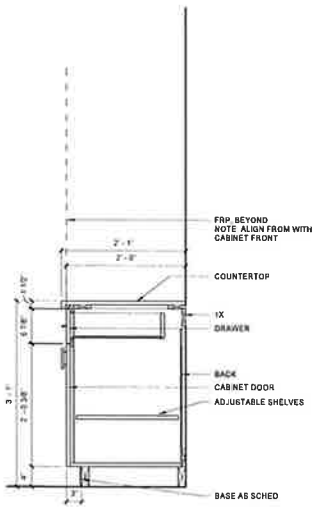
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Details

A-502



A2 MILLWORK SECTION



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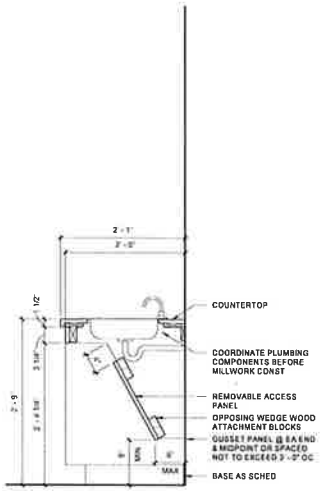
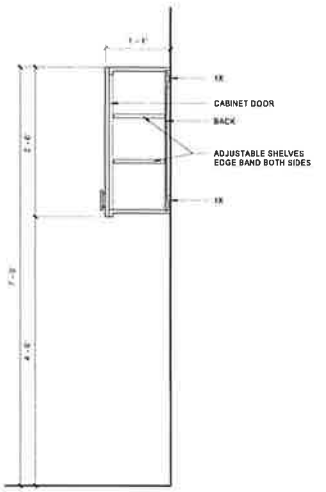


A4 MILLWORK SECTION



A5 MILLWORK SECTION

Parkhill

10/31/2023

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Citizen Collection Stations

City of Midland

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City of Midland

300 North Loraine
Midland, TX

PROJECT NO.
0119.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Details

A-503

PACKET 8.557 December 12, 2023

DOOR SCHEDULE

MARK	PR	DOOR WIDTH*	DOOR WIDTH*	DOOR HEIGHT*	DOOR CONST*	DOOR TYPE*	GLAZING	FIRE RATING	FRAME CONST*	FRAME SIZE*	DETAILS* HEAD	DETAILS* JAMB	DETAILS* SILL	REMARKS*
105A		4' - 0"		7' - 0"	HMPF	F	-		HM01	6"	B1A-605	A1A-605		M8
105B		3' - 0"		7' - 0"	HMPF	F	-		HM02	8"	B1A-605	A1A-605		M8
105C		16' - 0"		14' - 0"	ALUM	OH2			OVHD		C1A-501	G1A-501	A1A-501	
105D		4' - 0"		7' - 0"	HMPF	F	-		HM02	8"	B1A-601	A1A-601		M8
105E		3' - 0"		7' - 0"	HMPF	F	-		HM01	5 1/4"	B3A-605	A3A-605		M8
106		3' - 0"		7' - 0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		M8
107		3' - 0"		7' - 0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		M8
108		3' - 0"		7' - 0"	ALUM	A1	G12		ALUM		-	-		M8
109		3' - 0"		7' - 0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		
110		3' - 0"		7' - 0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		
111A		3' - 0"		7' - 0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		M8
111B		3' - 0"		7' - 0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		
112		3' - 0"		7' - 0"	ALUM	A1	G12		ALUM		-	-		
113		3' - 0"		7' - 0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		M8
114		3' - 0"		7' - 0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		M8

DOOR SCHEDULE FOOTNOTES X=EXISTING

1 DOOR SIZE (INDICATED IN INCHES)
SIZE INDICATED IS NOMINAL. REDUCTION SHALL BE MADE FOR THRESHOLD & EDGE CLEARANCES. ALL DOORS ARE 1 3/4" THICK UNO

2 DOOR CONSTRUCTION/VENEER (## - REF TO HO01)
- SCTF = SOLID CORE WOOD, TRANSPARENT FINISH
- SCPF = SOLID CORE WOOD, PAINT FINISH
- SCLP = SOLID CORE WOOD, LAMINATED PLASTIC COVER
- SCIR = SOLID CORE WOOD, IMPACT RESISTANT
- HM = HOLLOW METAL
- HMLP = HOLLOW METAL, LAMINATED PLASTIC COVER
- HMPF = HOLLOW METAL, PAINT FINISH

3 DOOR TYPE
REFER TO DOOR TYPE SCHEDULE

4 FRAME CONSTRUCTION
REFER TO DOOR FRAME SCHEDULES
- HM = HOLLOW METAL
- HMPF = HOLLOW METAL, PAINT FINISH
- ALUM = ALUMINUM
- WDTF = SOLID WOOD, TRANSPARENT FINISH
- WDPF = SOLID WOOD, PAINT FINISH

5 DETAIL # —— A1A-701 —— SHEET #
" " SIMILAR

6 REMARKS
MISCELLANEOUS (GENERAL NOTES)
- M1 = VERIFY ROUGH OPENINGS
- M2 = DOOR TRIM TO MATCH EXISTING
- M3 = LEAD LINED DOOR & FRAME
- M4 = VERIFY FINISH OPENING SIZE
- M5 = PROVIDE HOSPITAL STOP ON FRAME. SEE STANDARD DOOR DETAILS (THIS SHEET)
- M6 = CASED OPENING FRAME
- M7 = SEE STANDARD DOOR DETAILS (THIS SHEET) FOR DOOR HEAD / TRANSOM PANEL DETAILS
- M8 = CARD READER

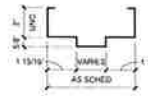
7 TRANSOM
- T1 = WOOD TRANSOM TO MATCH DOOR, SIZE AS NOTED
- T2 = HOLLOW METAL TRANSOM TO MATCH EXISTING

NOTE: QUANTITIES HERE ARE FOR A SINGLE BUILDING, MODIFY AS NECESSARY TO MEET BOTH BUILDINGS

GLAZING SCHEDULE

MARK	TYPE
G12	LOW-E COATED TINTED INSULATING GLASS

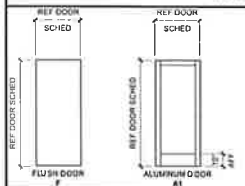
STANDARD DOOR DETAILS



STANDARD FRAME

DOOR TYPE SCHEDULE

NOTE: DOOR LITE OPENINGS ARE TO LITE FRAME INTERIOR OPENING (DAYLIGHT OPENING). RIGHT EDGE OF SWING DOOR IS STRIKE EDGE. THIS LEGEND TAKES PRECEDENCE OVER OTHER DRAWINGS



OVERHEAD DOOR TYPE SCHEDULE



HOLLOW METAL FRAME SCHEDULE

HM01 NOTE: FRAME FACES ARE 2" UNO



Parkhill

REGISTERED ARCHITECT STATE OF TEXAS

10/31/2023

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Citizen Collection Stations

City of Midland

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300 North Loraine
Midland, TX

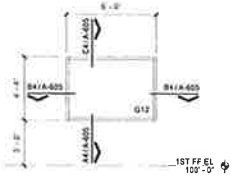
PROJECT NO.
6119.21 - WEST
4001S.22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

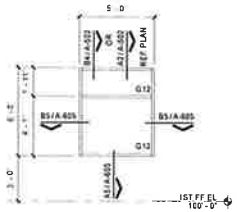
Door & Glazing Schedule

A-601

ALUMINUM FRAME SCHEDULE AL00 NOTE: FRAME FACES ARE 2" UNO



AL01



AL02



AL03

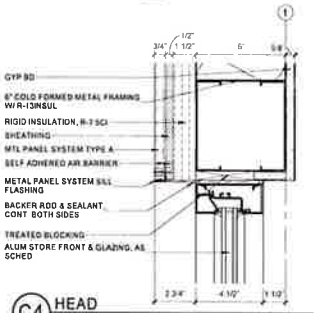


AL04

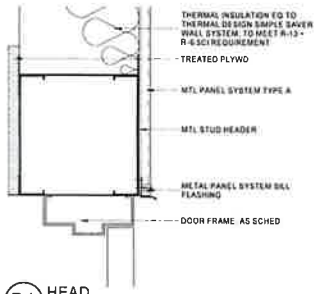
NOTE: QUANTITIES ON FLOOR PLAN ARE FOR A SINGLE BUILDING, MODIFY AS NECESSARY TO MEET BOTH BUILDINGS

GENERAL NOTES

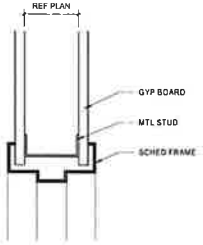
A 3" ALUMINUM FRAME SCHEDULE NOTES AS NEEDED



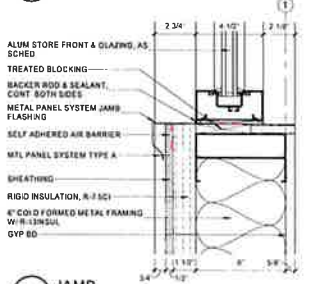
C4 HEAD 3" = 1'-0"



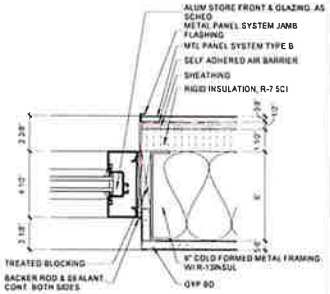
B1 HEAD 3" = 1'-0"



B3 HEAD 3" = 1'-0"



B4 JAMB 3" = 1'-0"



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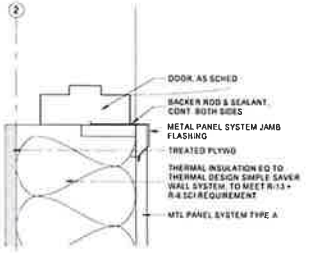
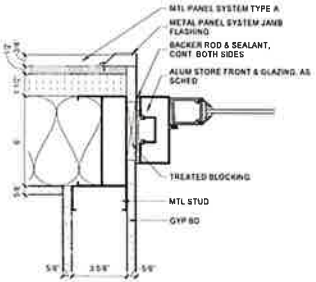
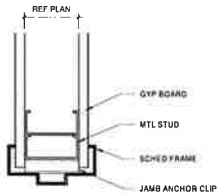


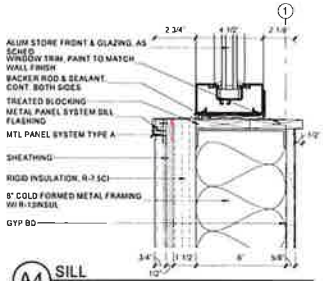
A1 JAMB 3" = 1'-0"



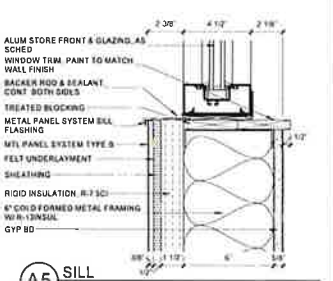
A2 JAMB 3" = 1'-0"



A3 JAMB 3" = 1'-0"



A4 SILL 3" = 1'-0"



A5 SILL 3" = 1'-0"

Parkhill

10/31/2023

Parkhill.com

Citizen Collection Stations

City of Midland

CLIENT
City of Midland

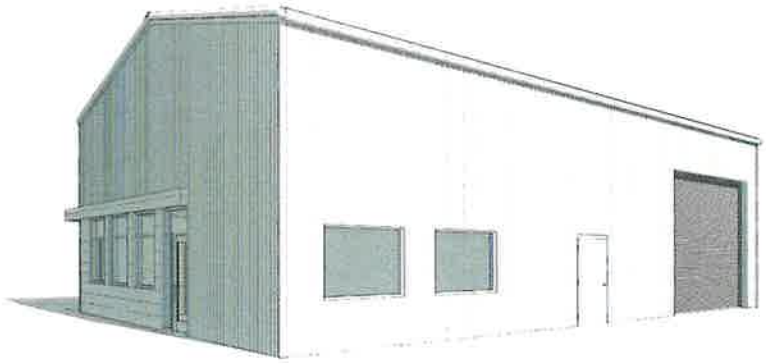
300 North Loraine
Midland, TX

PROJECT NO.
5119.21 - WEST
4003.22 - NORTH

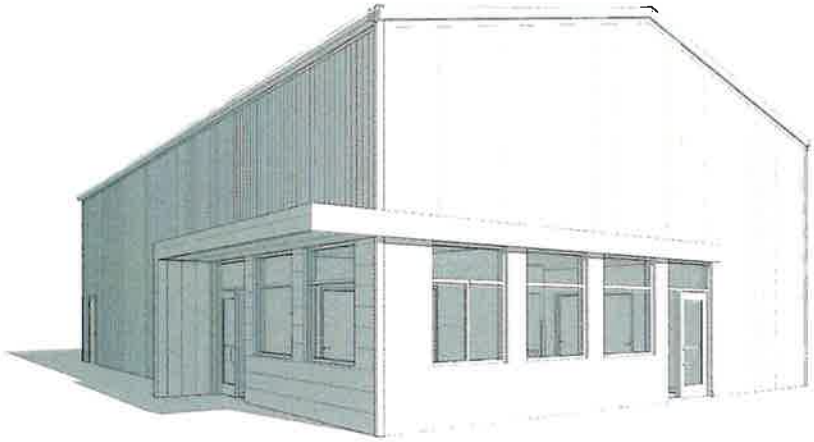
- 10/31/2023 Issue for Proposal

Aluminum Frame Schedule & Opening Details

A-605



A1 NORTH WEST EXTERIOR VIEW
NTS



A4 NORTH EAST EXTERIOR VIEW
NTS

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10/31/2023

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Citizen Collection Stations

City of Midland

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City of Midland

300 North Loraine
Midland, TX

PROJECT NO.
6118.21 - WEST
4661.21 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

3D Views

A-901

PACKET 8.560 December 12, 2023

GENERAL NOTES

1. GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO EACH MECHANICAL DRAWING OF THIS SET OF CONSTRUCTION DOCUMENTS. NOTES SPECIFIC TO INDIVIDUAL MECHANICAL DRAWINGS WILL BE SHOWN ON THE RESPECTIVE MECHANICAL DRAWING.
2. THE CONTRACTOR SHALL PROVIDE A COMPLETE HVAC SYSTEM TO INCLUDE ALL LABOR MATERIALS, TOOLS AND EQUIPMENT FOR A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING ALL NECESSARY APPURTENANCES CUSTOMARILY INCLUDED IF NOT SPECIFICALLY CALLED OUT.
3. ENTIRE INSTALLATION, INCLUDING MATERIALS, EQUIPMENT AND WORKMANSHIP SHALL CONFORM WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS.
4. THIS PROJECT SHALL CONFORM TO APPLICABLE ASHRAE, NFPA AND SMACNA STANDARDS AND OTHER REGULATORY BODIES HAVING JURISDICTION OVER THE CLASS OF WORK.
5. MATERIAL AND EQUIPMENT SHALL HAVE STAMPS OR SEALS OF AHRI, ASME, UL OR ASTM.
6. THE CONTRACTOR SHALL MAKE TESTS FOR ACCEPTANCE AND APPROVAL AS REQUIRED BY CODE AND THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. REQUIRED TESTS SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER OF RECORD AND/OR OWNER UNLESS OTHERWISE WAIVED IN WRITING.
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES, DOCUMENTS AND SERVICES RELATED TO INSTALLATION OF THE WORK.
8. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE OTHER TRADES IN ORDER TO RESOLVE ANY CONFLICTS THAT MIGHT ARISE DUE TO THE LOCATION OF EQUIPMENT OR THE USE OF SPACE.
9. EQUIPMENT OF DIFFERENT ELECTRICAL CHARACTERISTICS MAY BE FURNISHED PROVIDED SUCH PROPOSED EQUIPMENT IS APPROVED IN WRITING AND CONNECTING ELECTRICAL SERVICE, CIRCUIT BREAKERS AND CONDUIT ARE APPROPRIATELY MODIFIED AT NO COST TO THE OWNER.
10. RUN ALL HORIZONTAL PIPING AND DUCTWORK ABOVE THE CEILING UNLESS OTHERWISE NOTED.
11. MAKE DUCT PENETRATIONS OF ALL WALLS WITH SHEET METAL DUCTS. FLEXIBLE DUCT PENETRATION OF WALLS ARE NOT ACCEPTABLE.
12. INSTALL TURNING VANES WHERE SHOWN ON PLANS.
13. DO NOT INSTALL EQUIPMENT, PIPING OR DUCTWORK OVER ANY ELECTRICAL EQUIPMENT OR ELECTRICAL SERVICE SPACE.
14. LAYOUT OF PIPING AND DUCTWORK IS DIAGRAMMATIC. RUN ALL EXPOSED PIPING AND DUCTWORK AS HIGH AS POSSIBLE UNLESS OTHERWISE NOTED. ALLOW FOR RISES, DROPS AND OFFSETS AS REQUIRED.
15. INSTALL MECHANICAL EQUIPMENT TO FACILITATE SERVICING, MAINTENANCE AND REPAIR OR REPLACEMENT OF ELECTRICAL COMPONENTS. AS MUCH AS PRACTICAL, CONNECT EQUIPMENT FOR EASE OF DISCONNECTING, WITH A MINIMUM OF INTERFERENCE WITH OTHER INSTALLATIONS. PIPING SHALL NOT INTERFERE WITH FILTER PULL.
16. MECHANICAL CONTRACTORS SHALL PROVIDE AUTOMATIC CONTROL DEVICES SUCH AS STARTERS, VARIABLE FREQUENCY DRIVES (VFD), TEMPERATURE SENSORS, RELAYS, AND PRESSURE SWITCHES THAT ARE ASSOCIATED WITH MECHANICAL EQUIPMENT AND ASSOCIATED CONTROL WIRING FROM CONTROL POWER LOCATION TO THE CONTROL DEVICE. ELECTRICAL CONTRACTOR SHALL PROVIDE CONDUIT AND WIRING FROM POWER SOURCE TO DISCONNECT SWITCH, FROM DISCONNECT SWITCH TO STARTER OR VFD, AND FROM STARTER OR VFD TO THE EQUIPMENT.
17. FLASHING DETAILS FOR PIPES PENETRATING THE ROOF SHALL BE COORDINATED WITH ARCHITECTURE DETAILS.
18. LOCATE TEMPERATURE SENSORS AND CO2 SENSORS 48" ABOVE FINISHED FLOOR OR AS NOTED ON PLANS.
19. COORDINATE CURBS AND SIZE OF CURBS IN ACCORDANCE WITH ACTUAL EQUIPMENT PURCHASED.
20. CONTRACTOR IS TO PROVIDE AN ADJUSTABLE ROOF CURB OR TAPER AT CURB TO MATCH ROOF SLOPE FOR CURB MOUNTED EQUIPMENT. THE USE OF SHIMS TO LEVEL EQUIPMENT IS NOT ACCEPTABLE UNLESS THE CURB DIMENSIONS ARE SMALLER THAN 36"X36".
21. CONTRACTOR TO VERIFY ALL ACCESS PANEL LOCATIONS. NOT ALL ACCESS PANELS REQUIRED ARE SHOWN. REFER TO SPECIFICATIONS FOR ACCESS PANEL REQUIREMENTS.
22. CONTRACTOR SHALL INSTALL ALL PLUMBING VENTS AND EXHAUST AIR OUTLETS A MINIMUM OF 10'-0" AWAY (PER CODE) FROM ALL OUTSIDE AIR INTAKES, OPERABLE DOORS AND/OR WINDOWS. CONSTRUCTION DRAWINGS ARE DIAGRAMMATIC BY NATURE. FINAL MEASUREMENTS SHOULD BE MADE AT THE PROJECT SITE.
23. NOT ALL SYMBOLS OR ABBREVIATIONS ARE USED.

SYMBOL LEGEND

- AUTOMATIC AIR VENT
- MANUAL AIR VENT
- P/T PLUG
- VENTURI FLOW METER
- AUTOMATIC FLOW CONTROL
- BUTTERFLY VALVE
- BALL VALVE
- CHECK VALVE
- GLOBE VALVE
- GATE VALVE
- ANGLE GATE VALVE
- PRESSURE REDUCING VALVE
- AUTOMATIC VALVE 2-WAY
- AUTOMATIC VALVE 3-WAY
- FLANGE
- UNION
- STRAINER
- GAS METER
- AUTOMATIC AIR VENT
- ELECTRIC MOTOR
- CENTRIFUGAL FAN
- THERMOMETER
- EXPANSION VALVE
- FLOW SWITCH
- PRESSURE SWITCH
- PUMP

PIPING SYMBOLS

- CHS — CHILLED WATER SUPPLY
- CHR — CHILLED WATER RETURN
- HWS — HEATING WATER SUPPLY
- HWR — HEATING WATER RETURN
- CS — CONDENSING WATER SUPPLY
- CR — CONDENSING WATER RETURN
- CD — CONDENSATE DRAIN
- R — REFRIGERANT LIQUID & SUCTION
- FLUID FLOW DIRECTION
- PIPE TURNED UP
- PIPE TURNED DOWN

MECHANICAL/PLUMBING ABBREVIATIONS

A/C	AIR CONDITIONING
AVG	AVERAGE
AFF	ABOVE FINISHED FLOOR
BOJ	BOTTOM OF JOIST
BTUH	BRITISH THERMAL UNIT PER HOUR
MBU	BRITISH THERMAL UNIT DIVIDED BY 1,000
CFM	CUBIC FEET PER MINUTE
CHR	CHILLED WATER RETURN PIPING
CHS	CHILLED WATER SUPPLY PIPING
CR	CONDENSING WATER RETURN PIPING
CS	CONDENSING WATER SUPPLY PIPING
DEG	DEGREE
F	DEGREES FAHRENHEIT
DIA	DIAMETER
ID	DIAMETER, INSIDE
OD	DIAMETER, OUTSIDE
DDC	DIRECT DIGITAL CONTROLS
DB	DRY BULB TEMPERATURE
EER	ENERGY EFFICIENCY RATIO
EAT	ENTERING AIR TEMPERATURE
EWT	ENTERING WATER TEMPERATURE
EA	EXHAUST AIR
ET	EXPANSION TANK
ESP	EXTERNAL STATIC PRESSURE
FT	FEET
FPI	FINS PER INCH
FD	FIRE DAMPER
FSD	FIRE/SMOKE DAMPER
FO	FLAT OVAL
GAL	GALLONS
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GDD	GRAVITY BACKDRAFT DAMPER
HWP	HEATING WATER PUMP
HWR	HEATING WATER RETURN PIPING
HWS	HEATING WATER SUPPLY PIPING
HP	HORSEPOWER
HUM	HUMIDITY
IN	INCHES
inHG	INCHES OF MERCURY
inH2O	INCHES OF WATER
IAQ	INDOOR AIR QUALITY
kW	KILOWATT
LAT	LEAVING AIR TEMPERATURES
LWT	LEAVING WATER TEMPERATURES
MBD	MANUAL BALANCING DAMPER
MAT	MIXED AIR TEMPERATURE
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
OA	OUTSIDE AIR
OAT	OUTSIDE AIR TEMPERATURE
PH	PHASE
LBS	POUNDS
LHS/HR	POUNDS PER HOUR
PSI	POUNDS PER SQUARE INCH
PRV	PRESSURE REDUCED VALVE
RL	REFRIGERANT LIQUID
RS	REFRIGERANT SUCTION
RPZ	REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY
RH	RELATIVE HUMIDITY
RA	RELIEF AIR
RPM	REVOLUTIONS PER MINUTE
SEER	SEASONAL ENERGY EFFICIENCY RATIO
SH	SENSIBLE HEAT
SHR	SENSIBLE HEAT RATIO
SD	SMOKE DAMPER
SQ FT	SQUARE FEET
SP	STATIC PRESSURE
T&P	TEMPERATURE AND PRESSURE VALVE
k	THERMAL CONDUCTIVITY
R	THERMAL RESISTANCE
TOJ	TOP OF JOIST
TDH	TOTAL DYNAMIC HEAD
TSP	TOTAL STATIC PRESSURE
UF	UNDERFLOOR
UG	UNDERGROUND
U	U-FACTOR: HEAT TRANSFER COEFFICIENT
VAV	VARIABLE AIR VOLUME
VFD	VARIABLE FREQUENCY DRIVE
VEL	VELOCITY
V	VOLTS
WB	WET BULB TEMPERATURE

DUCTWORK SYMBOLS

- MANUAL BALANCING DAMPER
- CEILING MOUNTED SUPPLY GRILLE
- CEILING MOUNTED RETURN GRILLE
- CEILING MOUNTED EXHAUST GRILLE
- WALL MOUNTED SUPPLY GRILLE
- WALL MOUNTED RETURN/EXHAUST GRILLE
- FIRE/SMOKE DAMPER
- FIRE DAMPER
- SMOKE DAMPER
- LINED RETURN DUCT
- SUPPLY DUCT TURNED UP
- SUPPLY DUCT TURNED DOWN
- RETURN DUCT TURNED UP
- RETURN DUCT TURNED DOWN
- EXHAUST DUCT TURNED UP
- EXHAUST DUCT TURNED DOWN
- ROUND DUCT TURNED UP
- ROUND DUCT TURNED DOWN
- THERMOSTAT
- HUMIDISTAT
- SENSOR
- FLEXIBLE CONNECTION
- FLEX DUCT
- CONNECT TO EXISTING
- POINT OF DISCONNECT (POD)

PROJECT DESIGN INFORMATION

HVAC DATA		
PROJECT LOCATION		MIDLAND, TX
DESIGN CODE		IMC - 2015/IECC - 2015
ELEVATION (FT)		2803
HVAC DESIGN CONDITIONS		
	WINTER OUTDOOR (DB/WB)	22.6°F/20.5°F
	WINTER INDOOR (DB/WB)	70°F/63.5°F
	SUMMER OUTDOOR (DB/WB)	102.6°F/66.7°F
	SUMMER INDOOR (DB/WB)	75°F/62.5°F
	INDOOR RELATIVE HUMIDITY	50%
	DEHUMIDIFICATION OUTDOOR (DB/WB)	77.0°F/71.2°F
ELECTRICAL SERVICE		240/1PH
PLUMBING DATA		
DESIGN CODE		IPC - 2015
WATER REQUIREMENTS		
	TOTAL WATER FIXTURE COUNT	38
	TOTAL WATER GPM	45
SEWER REQUIREMENTS		
	TOTAL SEWER FIXTURE COUNT	28
	TOTAL SEWER GPM	14.5

Parkhill

10/31/2023

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Citizen Collection Stations

City of Midland

MIDLAND Feel the Energy!

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City of Midland

300 North Loraine
Midland, TX

PROJECT NO.
61102I - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	ISSUE FOR PROPOSAL

Mechanical Abbreviations & Legends

M-001

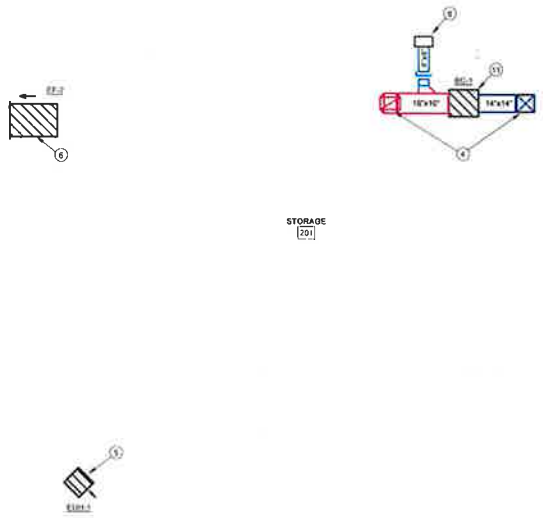
GENERAL NOTES

A REFER TO GENERAL NOTES ON M-001
B ALL INFORMATION SHOWN APPLIES TO 2 DIFFERENT BUILDINGS

KEY NOTES

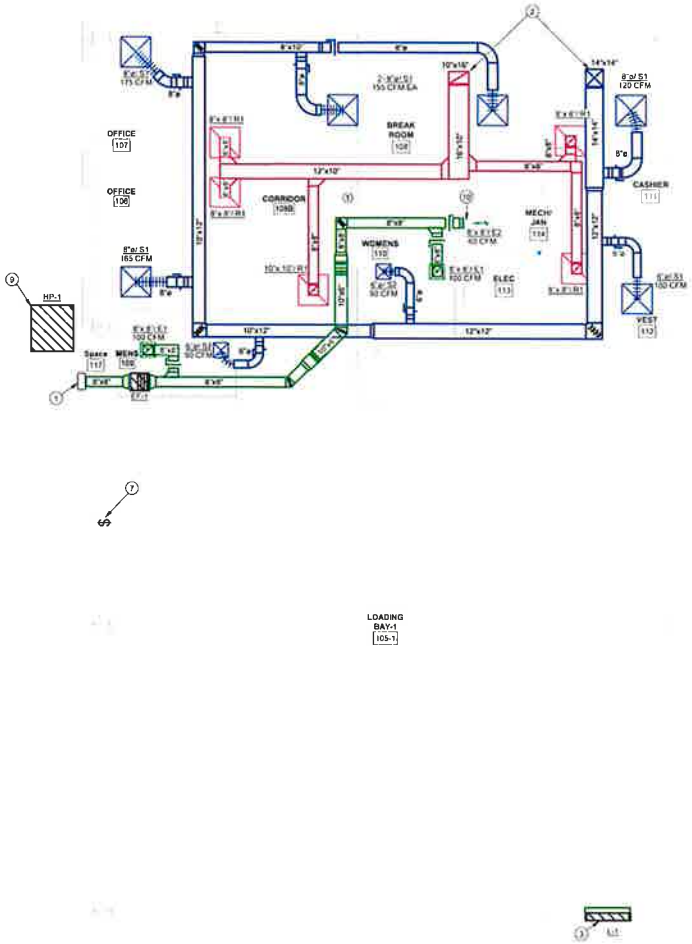
AS INDICATED BY (#)

1 PROVIDE 8" EXHAUST CAP 12' 6" ABOVE GROUND
2 UP THRU MEZZANINE FLOOR TO CEILING SPACE. SEE M-111 A1 FOR CONTINUATION
3 CENTER OF LOUVER AT 3' 0" ABOVE FINISHED FLOOR
4 DOWN THRU MEZZANINE FLOOR TO CEILING SPACE. SEE M-111 A3 FOR CONTINUATION
5 BOTTOM OF UNIT HEATER SHALL BE AT 12' 0" ABOVE FINISHED FLOOR
6 CENTER OF FAN AT 4' 0" ABOVE MEZZANINE FINISHED FLOOR
7 PROVIDE LABELED WALL SWITCH TO OPERATE EF-2. L-1 SHALL OPEN WHEN EF-2 IS RUNNING. COORDINATE LOUVER INTERLOCK WITH ELECTRICAL CONTRACTOR.
8 PROVIDE 8" SUPPLY CAP 14' 8" ABOVE GROUND
9 HEAT PUMP TO BE MOUNTED ON CONCRETE EQUIPMENT PAD. REFER TO MANUFACTURER FOR DETAIL.
10 MOUNT 8"x8" SIDEWALL GRILL 19' 8" A.F.F.
11 BC-1 SHALL BE INSTALLED ON MEZZANINE FINISHED FLOOR



A1 MECHANICAL PLAN - MEZZANINE
1/4" = 1'-0"

WEST SITE PLAN NORTH NORTH SITE PLAN NORTH



A3 MECHANICAL PLAN - FIRST FLOOR
1/4" = 1'-0"

WEST SITE PLAN NORTH NORTH SITE PLAN NORTH

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300 North Loraine
Midland, TX

PROJECT NO.
0119 21 - WEST
40015 22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	ISSUE FOR PROPOSAL

Mechanical Plan
M-111

BLOWER COIL SCHEDULE

SYMBOL	TYPE	EXTERNAL S.P. (in W.G.)	BLOWER MOTOR HP/ DRIVE	TOTAL CFM	OUTSIDE AIR CFM	COOLING					HEATING			ELECTRICAL				WEIGHT, LBS	MANUFACTURER	INDOOR UNIT MODEL NUMBER
						MINIMUM TOTAL CAPACITY, MBH	MINIMUM SENSIBLE CAPACITY, MBH	ENTERING MIXED AIR TEMPERATURE, DB / WB, F	MINIMUM COOLING SEER	OUTDOOR AMBIENT TEMPERATURE, F	MINIMUM TOTAL CAPACITY AT 47F, MBH	MIXED ENTERING AIR TEMPERATURE, F	MINIMUM EFFICIENCY, HSPF	VOLTAGE	PHASE	MCA	MOCP			
BC-1	UNITARY SPLIT SYSTEM	0.53	0.5	1050 CFM	150	34.1	24.2	78.58/63.62	14.00	102	32.4	63.93	8.2	230 V	1	3	15	155 lb	TRANE	FE4BA0C

HEAT PUMP SPLIT SYSTEM SCHEDULE

SYMBOL	SERVES	ELECTRICAL				TYPE OF REFRIGERANT	MANUFACTURER	MODEL NO.
		VOLTAGE	PHASE	MCA	MOCP			
HP-1	BC-1	230 V	1	18	30	R-410	TRANE	4TWR4036

NOTES
1. SCHEDULED UNITS ARE MANUFACTURED BY TRANE CARRIER AND LENNOX ARE CONSIDERED EQUIVALENT
2. EXTERNAL STATIC PRESSURE INCLUDES DUCTWORK DAMPERS AND AIR DEVICES PRESSURE DROP FOR WET COIL AND FILTERS IS CONSIDERED AS INTERNAL PRESSURE DROP
3. COOLING CAPACITIES AND SEER/EER RATINGS ARE COMBINATION RATINGS WITH OUTDOOR UNITS CAPACITIES ARE RATED AT ENTERING AIR TEMPERATURE AND AMBIENT AS LISTED SEER RATINGS ARE AT AHRI CONDITIONS AIRFLOW CONDITIONS ARE RATED AT LOCAL ALTITUDE
4. EACH OUTDOOR UNIT SHALL BE EQUIPPED WITH A HIGH PRESSURE SWITCH HARD START KIT ON SINGLE PHASE UNI ANTI-SHORT CYCLE TIMER SERVICE VALVES AND INDOOR BLOWER RELAY KIT
5. ELECTRICAL CONTRACTOR IS TO PROVIDE AND INSTALL ALL DISCONNECTS FOR EACH DEVICE IN THE SPLIT SYSTEM PACKAGE ELECTRICAL CONTRACTOR IS TO MAKE ALL CONNECTS AS PER DIVISION 16 SPECIFICATIONS
6. EACH SYSTEM SHALL BE PROVIDED WITH AN ELECTRONIC PROGRAMMABLE NIGHT SETBACK THERMOSTAT WITH ONE STAGE OF COOLING AND 2 STAGES OF HEATING MECHANICAL CONTRACTOR SHALL PROVIDE AND INSTALL THE THERMOSTAT AS PER DIVISION 16 SPECIFICATIONS FOR RUNNING WIRE AND CONDUIT

COMBINATION LOUVER/DAMPER SCHEDULE

SYMBOL	SERVES	LOUVER FUNCTION	WIDTH	HEIGHT	MAX FACE VELOCITY	MIN FREE AREA	AIRFLOW	FRAME TYPE	ACTUATOR VOLTAGE	FAIL POSITION	BIRDSCREEN	INSECT SCREEN	MANUFACTURER	MODEL NO.
L-1	EF-2	INTAKE	36"	34"	750 FPM	2.70 FT^2	2025 CFM	CHANNEL	120 V	CLOSED	YES	NO	GREENHECK	EACC-401

NOTES
1. UNITS ARE SCHEDULED TO BE MANUFACTURED BY GREENHECK RUSKIN AND CESCO ARE CONSIDERED EQUIVALENT
2. COORDINATE FRAME TYPE WITH ARCHITECT COORDINATE EXACT SIZE WITH ARCHITECTURAL DETAILS AND CMU BLOCK OR BRICK DIMENSIONS
3. COORDINATE LOUVER COLOR WITH ARCHITECT
4. INTERLOCK LOUVER TO OPEN WHEN EF-2 IS OPERATED

EXHAUST FAN SCHEDULE

SYMBOL	TYPE	CFM	DRIVE	E.S.P. (in W.G.)	SOUND LEVEL IN SONES	FAN MOTOR POWER - HP	NOMINAL FAN RPM	ELECTRICAL		METHOD OF CONTROL	WEIGHT, LBS	MANUFACTURER	MODEL NO
								VOLTAGE	PHASE				
EF-1	IN LINE	260 CFM	DIRECT	0.32	6.8	1/10	1485	115 V	1	NOTE 7	53	GREENHECK	SQ-60-VG
EF-2	SIDEWALL PROP	2025 CFM	DIRECT	0.3	13.9	1/2	997	115 V	1	SWITCH	186	GREENHECK	AER 24-VG

NOTES
1. FANS ARE SCHEDULED TO BE MANUFACTURED BY GREENHECK TWIN CITY AND COOK ARE CONSIDERED EQUIVALENT MANUFACTURERS
2. AIRFLOW CONDITIONS RATED AT LOCAL ALTITUDE
3. PROVIDE AND INSTALL FLEXIBLE CONNECTION ON FAN INLET DUCT CONNECTION
4. FANS SHALL HAVE MOTOR VIBRATION ISOLATION BACK DRAFT DAMPER AT UNIT AND LOCAL DISCONNECT SWITCH AT UNIT
5. FAN SELECTIONS SHALL BE SUBMITTED TO ALLOW FOR A MINIMUM +/- 10% IN SCHEDULED EXTERNAL STATIC AND CFM WITHIN THE PARAMETERS OF THE SCHEDULED MOTOR HP
6. PROVIDE EF-2 WITH WALL COLLAR 45° WEATHERHOOD WITH BIRDSCREEN GRAVITY OPERATED DAMPER AND INTERIOR WALL HOUSING WITH GAURD
7. EF-1 SHALL BE CONTROLLED USING WALL MOUNTED OCCUPANCY SENSORS IN MENS 109 AND WOMENS 110 COORDINATE WITH ELECTRICAL CONTRACTOR

AIR DISTRIBUTION SCHEDULE

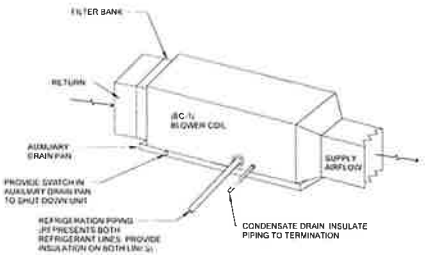
SYMBOL	SYSTEM TYPE	DESCRIPTION	INSTALLATION TYPE	MANUFACTURER	MODEL NO.
S1	SUPPLY	ALL STEEL, 24" x 24" NOMINAL FACE, FIXED AIR PATTERN, STEPPED WITH 4-CONES, SQUARE FACE AND ROUND NECK, SIZE NECK AS SHOWN ON DRAWINGS	LAY-IN/SURFACE MOUNT	NAILOR	RNS
S2	SUPPLY	ALL STEEL, 12" x 12" NOMINAL FACE, FIXED AIR PATTERN, STEPPED WITH 4-CONES, SQUARE FACE AND ROUND NECK, SIZE NECK AS SHOWN ON DRAWINGS	LAY-IN/SURFACE MOUNT	NAILOR	RNS
R1	RETURN	EGGCRATE RETURN GRILLE, 24" x 24" NOMINAL FACE, STEEL BORDER WITH ALUMINUM 1/2"x1/2"x1/2" CORE, SIZE NECK AS SHOWN ON DRAWINGS	LAY-IN/SURFACE MOUNT	NAILOR	51EC
E1	EXHAUST	EGGCRATE EXHAUST GRILLE, 12"x 12" NOMINAL FACE, ALL ALUMINUM 1/2" x 1/2" x 1/2" CORE, SIZE NECK AS SHOWN ON DRAWINGS	LAY-IN/SURFACE MOUNT	NAILOR	51EC
E2	EXHAUST	ALUMINUM, SIDEWALL EXHAUST GRILLE WITH FIXED HORIZONTAL BLADES, 3/4" BLADE SPACING, SIZE NECK AS SHOWN ON DRAWINGS	SIDEWALL	NAILOR	5145H

NOTES
1. AIR DEVICES SCHEDULED TO BE MANUFACTURED BY NAILOR PRICE, TITUS, AND RUSKIN ARE CONSIDERED EQUIVALENT MANUFACTURERS
2. UNLESS SCHEDULED OTHERWISE, AIR DEVICES SHALL BE WHITE ON OFF-WHITE IN COLOR
3. ALL JOISTS, CONDUITS, PIPING AND EQUIPMENT ABOVE OPEN RETURN DEVICES SHALL BE PAINTED BLACK FOR AN AREA OF 2 FEET ON ALL SIDES OF THE AIR DEVICE
4. PROVIDE MANUAL BALANCING DAMPERS AT EACH SUPPLY AND EXHAUST AIR DUCT TAP INSTALL MID AT MAIN DUCT TAP
5. PROVIDE INSULATING BLANKET ON BACK OF THE SUPPLY AND RETURN GRILLES

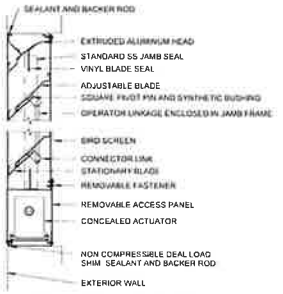
ELECTRIC UNIT HEATER

SYMBOL	AIR FLOW	TEMP RISE F	MINIMUM INPUT, kW	VOLTAGE	PHASE	WEIGHT, LBS	MANUFACTURER	MODEL NO
EUH-1	510 CFM	18	3	240 V	1	45	REZNOR	EDH5AA3E
EUH-2	510 CFM	18	3	240 V	1	45	REZNOR	EDH5AA3E

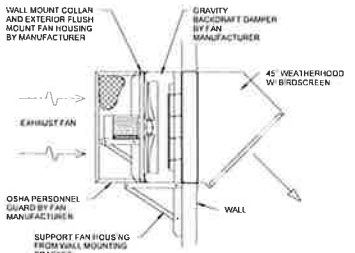
NOTES
1. UNITS ARE SCHEDULED TO BE MANUFACTURED BY REZNOR INDECCO MARKEL AND TRANE ARE CONSIDERED EQUIVALENT MANUFACTURERS OTHERS BY PRIOR APPROVAL
2. ELECTRICAL UNIT HEATER AS SCHEDULED SHALL HAVE BUILT-IN CONTROL TRANSFORMER OVERHEAT PROTECTION INTERNAL 24V THERMOSTAT AND MOUNTING BRACKET MOUNT THERMOSTAT TO BACK OF UNIT HEATER
3. MANUFACTURER TO PROVIDE A LOCAL DISCONNECT THAT IS TO BE FIELD INSTALLED



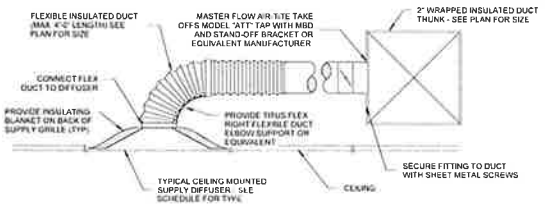
B2 BLOWER COIL DETAIL
NTS



A2 LOUVER DAMPER DETAIL
NTS



A3 EXHAUST PROP FAN WALL MOUNT DETAIL
NTS



A4 SUPPLY AIR DIFFUSER MOUNTING FLEX
NTS

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6118.21 - WEST
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- 10/31/2023 ISSUE FOR PROPOSAL

DATE DESCRIPTION

Mechanical Schedules

M-601

PLUMBING FIXTURE MOUNTING HEIGHT

* ALL DIMENSIONS ARE IN INCHES AND FROM FINISHED FLOOR	AGES 13 THROUGH ADULTS	
	ADA/TAS	STANDARD (A)
WATER CLOSETS		
TOP OF SEAT	17 - 19 MAX	15 - 16 MAX
FLUSH CONTROLS (HANDLE HEIGHT)	30 MAX	30 MAX
URINALS		
RIM OF BASIN	17 MAX	24 MAX
MINIMUM DEPTH (5)	13 1/2 MIN	13 1/2 MIN
FLUSH CONTROLS (HANDLE HEIGHT)	44 MAX	44 MAX
LAVATORIES AND SINKS		
RIM (7)(8)	34 MAX	34 MAX
KNEE CLEARANCE	27 MIN	27 MIN
FRONT EDGE TO WALL FAUCET HANDLE	20 - 25 MAX	20 - 25 MAX
DRINKING FOUNTAINS AND ELECTRIC WATER COOLERS		
SPOUT OUTLETS		
HEIGHT (LOW)	36 MAX	---
HEIGHT (HIGH)	38 - 43 MAX	---
DISTANCE FROM FRONT EDGE	5 MAX	---
SHOWERS		
FIXED HEAD (NON MEDICAL APPLICATION)	48 MAX	60"
ADJUSTABLE HEAD (9)	48 MAX	60"
HOSE LENGTH	59 MIN	---

NOTES

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF PLUMBING FIXTURES. GRAB BARS, DISPENSERS, ETC. WITH RESPECT TO WALLS, STALLS, ETC.
2. ACCESSIBILITY GUIDELINES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY, AND INTENDED TO SERVE AS A GUIDE FOR CONSTRUCTION PROFESSIONALS AND OWNERS.
3. SOME OF THE INFORMATION SHOWN HERE MAY NOT BE APPLICABLE TO THIS PROJECT.
4. STANDARD HEIGHT INFORMATION IS OBTAINED FROM ASPE (AMERICAN SOCIETY OF PLUMBING ENGINEERS). HEIGHTS NOT NOTED BY INFORMATION ON DRAWINGS.
5. DEPTH TO BE MEASURED FROM THE OUTER FACE OF THE URINAL RIM TO THE BACK OF THE FIXTURE.
6. KNEE CLEARANCE FOR LAVATORIES AND SINKS SHALL COMPLY WITH TAS.
7. REFER TO DETAIL FOR COUNTER MOUNTED SINKS WITH BUBBLERS FOR DIMENSIONS ON ARCHITECTURAL DRAWINGS.
8. DRINKING FOUNTAINS AND ELECTRIC WATER COOLER DISTANCES FROM FRONT EDGE INCLUDES BUMPERS. KNEE CLEARANCES MUST BE MAINTAINED THROUGH THE MIN./MAX. RANGE (HEIGHT FOR THE SPOUT.
9. THE 30" SLIDE BAR SHALL BE MOUNTED AT A HEIGHT SO THE HAND HELD SHOWER WAND SHALL BE MOUNTED NO HIGHER THAN 48" ABOVE SHOWER FINISHED FLOOR.
10. THE CONTRACTOR SHALL COORDINATE WITH THE COUNTER TOP/BASE CABINET MANUFACTURER TO VERIFY THAT THE RIM OF THE LAVATORY/SINK IS INSTALLED AT NO MORE THAN THE MAXIMUM HEIGHT ALLOWED.

GENERAL NOTES

1. GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO EACH PLUMBING DRAWING OF THIS SET OF CONSTRUCTION DOCUMENTS. NOTES SPECIFIC TO INDIVIDUAL PLUMBING DRAWINGS WILL BE SHOWN ON THE RESPECTIVE PLUMBING DRAWING.
2. THE CONTRACTOR SHALL PROVIDE A COMPLETE PLUMBING SYSTEM TO INCLUDE ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING ALL NECESSARY APPURTENANCES CUSTOMARILY INCLUDED IF NOT SPECIFICALLY CALLED OUT.
3. ENTIRE INSTALLATION, INCLUDING MATERIALS, EQUIPMENT AND WORKMANSHIP SHALL CONFORM WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS.
4. APPLICABLE STANDARDS AND REGULATORY BODIES HAVE JURISDICTION OVER THE CLASS OF WORK.
5. MATERIAL AND EQUIPMENT SHALL HAVE STAMPS OR SEALS OF AHRI, ASME, UL OR ASTM.
6. THE CONTRACTOR SHALL MAKE TESTS FOR ACCEPTANCE AND APPROVAL AS REQUIRED BY CODE AND THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. REQUIRED TESTS SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER OF RECORD AND/OR OWNER UNLESS OTHERWISE WAIVED IN WRITING.
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES, DOCUMENTS AND SERVICES RELATED TO INSTALLATION OF THE WORK.
8. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE OTHER TRADES IN ORDER TO RESOLVE ANY CONFLICTS THAT MIGHT ARISE DUE TO THE LOCATION OF EQUIPMENT OR THE USE OF SPACE.
9. EQUIPMENT OF DIFFERENT ELECTRICAL CHARACTERISTICS MAY BE FURNISHED PROVIDED SUCH PROPOSED EQUIPMENT IS APPROVED IN WRITING AND CONNECTING ELECTRICAL SERVICE, CIRCUIT BREAKERS AND CONDUIT ARE APPROPRIATELY MODIFIED AT NO COST TO THE OWNER.
10. RUN ALL HORIZONTAL DOMESTIC COLD WATER, DOMESTIC HOT WATER, AND VENT PIPING ABOVE THE CEILING UNLESS OTHERWISE NOTED.
11. MAKE PIPE PENETRATIONS OF ALL WALLS WITH SLEEVES AS NOTED IN THE SPECIFICATIONS.
12. DO NOT INSTALL EQUIPMENT, PIPING OR DUCTWORK OVER ANY ELECTRICAL EQUIPMENT OR ELECTRICAL SERVICE SPACE.
13. LAYOUT OF PIPING IS DIAGRAMMATIC. RUN ALL EXPOSED PIPING AS HIGH AS POSSIBLE UNLESS OTHERWISE NOTED. ALLOW FOR RISES, DROPS AND OFFSETS AS REQUIRED.
14. EXTEND CONDENSATE DRAIN LINES AS INDICATED. ALL CONDENSATE DRAIN PIPING SHALL BE TRAPPED AND PITCHED DOWN IN DIRECTION OF FLOW A MINIMUM OF 1/8 INCH PER 1 FOOT.
15. INSTALL EQUIPMENT TO FACILITATE SERVICING, MAINTENANCE AND REPAIR OR REPLACEMENT OF ELECTRICAL COMPONENTS AS MUCH AS PRACTICAL. CONNECT EQUIPMENT FOR EASE OF DISCONNECTING, WITH A MINIMUM OF INTERFERENCE WITH OTHER INSTALLATIONS.
16. FLASHING DETAILS FOR PIPES PENETRATING THE ROOF SHALL BE COORDINATED WITH ARCHITECTURE DETAILS.
17. CONTRACTOR SHALL INSTALL ALL PLUMBING VENTS AND EXHAUST AIR OUTLETS A MINIMUM OF 10'-0" AWAY (PER CODE) FROM ALL OUTSIDE AIR INTAKES, OPERABLE DOORS AND/OR WINDOWS. CONSTRUCTION DRAWINGS ARE DIAGRAMMATIC BY NATURE. FINAL MEASUREMENTS SHOULD BE MADE AT THE PROJECT SITE.
18. CONTRACTOR TO PROVIDE MEANS TO CLEAR CONDENSATE DRAIN LINE WITHOUT CUTTING THE DRAIN LINE.
19. NOT ALL SYMBOLS OR ABBREVIATIONS ARE USED.

PLUMBING ABBREVIATIONS

AUX	AUXILIARY CONDENSATE DRAIN PIPING
AVG	AVERAGE
AFF	ABOVE FINISHED FLOOR
BOJ	BOTTOM OF JOIST
BTUH	BRITISH THERMAL UNIT PER HOUR
MBU	BRITISH THERMAL UNIT DIVIDED BY 1 000
CD	CONDENSATE DRAIN PIPING
DEG	DEGREE
F	DEGREES FAHRENHEIT
DIA	DIAMETER
ID	DIAMETER, INSIDE
OD	DIAMETER, OUTSIDE
DDC	DIRECT DIGITAL CONTROLS
DCW	DOMESTIC COLD WATER
DHW	DOMESTIC HOT WATER
DHWR	DOMESTIC HOT WATER RETURN
EWT	ENTERING WATER TEMPERATURE
ECW	EXISTING DOMESTIC COLD WATER
EHW	EXISTING DOMESTIC HOT WATER
EHWR	EXISTING DOMESTIC HOT WATER RETURN
ES	EXISTING SEWER
ET	EXPANSION TANK
FT	FEET
GAL	GALLONS
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
HP	HORSEPOWER
IN	INCHES
inHG	INCHES OF MERCURY
inH2O	INCHES OF WATER
kW	KILOWATT
LWT	LEAVING WATER TEMPERATURES
MPG	MEDIUM PRESSURE NATURAL GAS
G	NATURAL GAS
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
PH	PHASE
LBS	POUNDS
PSI	POUNDS PER SQUARE INCH
PRV	PRESSURE REDUCED VALVE
RPZ	REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY
RPM	REVOLUTIONS PER MINUTE
SA	SHOCK ABSORBER / ARRESTOR
SQ FT	SQUARE FEET
T&P	TEMPERATURE AND PRESSURE VALVE
TOJ	TOP OF JOIST
TDH	TOTAL DYNAMIC HEAD
UF	UNDERFLOOR
UG	UNDERGROUND
VFD	VARIABLE FREQUENCY DRIVE
VEL	VELOCITY
VTR	VENT THROUGH ROOF
V	VOLTS

PIPING LEGEND

- DOMESTIC COLD WATER
- DOMESTIC HOT WATER
- DOMESTIC HOT WATER RETURN
- SEWER
- VENT
- —CD— CONDENSATE DRAIN
- —AUX— AUXILIARY DRAIN
- —G— NATURAL GAS
- —RD— ROOF DRAIN PIPING
- —OD— OVERFLOW DRAIN PIPING
- —A— MEDICAL AIR
- —NOX— NITROUS OXIDE
- —N— NITROGEN
- —O— OXYGEN
- —V— VACUUM
- —WAGD— WASTE ANESTHETIC GAS DISPOSAL
- INDICATES DEMOLITION
- FLUID FLOW DIRECTION
- PIPE TURNED UP
- PIPE TURNED DOWN

EXISTING PIPING IS INDICATED SAME AS ABOVE EXCEPT IN A LIGHTER PEN WEIGHT

PLUMBING SYMBOL LEGEND

- BUTTERFLY VALVE
- BALL VALVE
- CHECK VALVE
- GATE VALVE
- PRESSURE REDUCING VALVE
- FLANGE
- UNION
- STRAINER
- PLUG VALVE
- GAS REGULATOR
- CONNECT TO EXISTING
- POINT OF DISCONNECT (POD)

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Plumbing Abbreviations & Legends

P-001

PACKET 8.564 December 12, 2023

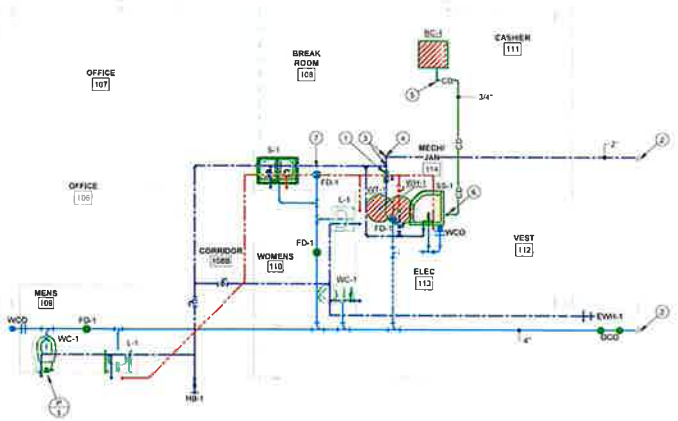
GENERAL NOTES

A REFER TO GENERAL NOTES ON P-001
B ALL INFORMATION SHOWN ON THESE PLANS APPLIES TO 2 DIFFERENT BUILDINGS

KEY NOTES

AS INDICATED BY ⊙

1 NEW RO SYSTEM TO SUPPLY ICE MACHINE AND S-1 S-1 SHALL HAVE RO MANUFACTURER PROVIDED SPIGOT RETROFITTED REFER TO MANUFACTURER FOR DETAIL
2 REFER TO CIVIL FOR CONTINUATION OF LINES
3 ADD 3" BALL VALVE IN VERTICAL, SEE P-111 P1 FOR DETAIL
4 TURN LINE UP INTO MECHJAN 114
5 DOWN THRU MEZZENINE FINISHED FLOOR TO CEILING SPACE.
6 TURN 3/4" CONDENSATE PIPE DOWN IN WALL TO 16"A.F.F. TURN DRAIN LINE OUT OF WALL AND DOWN TO SPILL TO SERVICE SINK PROVIDE ESCUTCHEON AT WALL PENETRATION
7 FLOOR DRAIN SHALL BE UNDER MILLWORK TO SERVICE UNDERCOUNTER ICE MAKER



A2 PLUMBING PLAN - WEST SITE
1/4" = 1'-0"

WEST SITE PLAN NORTH
NORTH SITE PLAN NORTH

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Plumbing Plan
P-111

PACKET 8.565 December 12, 2023

PLUMBING FIXTURE SCHEDULE

SYMBOL	MINIMUM CONNECTIONS CW	HW	VENT	SEWER	DESCRIPTION	MANUFACTURER	MODEL NO.	OPTIONS
WC-1	1"	–	2"	4"	FLOOR MOUNTED FLUSH VALVE WATER CLOSET, ELONGATED CHINA BOWL WITH EVERCLEAN , BOTTOM OUTLET, SIPHON JET FLUSHING ACTION TOP SPUD, EXPOSED FLUSH VALVE WITH VANDAL RESISTANT STOP CAP, 1.28 GALLONS PER FLUSH FLUSH HANDLE ON WIDE SIDE OF TOILET EXTRA HEAVY DUTY OPEN FRONT WHITE SEAT WITH EVERCLEAN 17" TO TOP OF RIM TO MEET ADULT TAS HEIGHT REQUIREMENTS	AMERICAN STANDARD	3461.001 "MADERA FLOWISE"	VALVE - SLOAN ROYAL 111-1.28 SEAT - AMERICAN STANDARD 5401.110T
L-1	1/2"	1/2"	1-1/2"	1-1/2"	WALL MOUNTED TAS COMPLIANT LAVATORY, VITREOUS CHINA, NOMINAL 20" x 18", BACK AND SIDE SPLASHES, FOR CONCEALED ARM CARRIER SINGLE CENTERED FAUCET HOLE TAS COMPLIANT SINGLE LEVER FAUCET 0.5 GPM DRAIN OUTLET WITH GRID STRAINER REFER TO P-001 FOR TAS MOUNTING HEIGHTS	AMERICAN STANDARD	0356.421 LUCERNE	FAUCET - MOEN M-DURA 8417F05 (SINGLE LEVER) CARRIER - WATTS TCA-411 DRAIN - AMERICAN STANDARD 7723.010
S-1	1/2"	1/2"	1-1/2"	1-1/2"	COUNTERTOP DOUBLE COMPARTMENT 20" x 21" SINK, 18 GAUGE 304 STAINLESS STEEL WITH A LUSTERTONE FINISH, REAR CENTER DRAIN PLACEMENT, FULL SPRAY SIDES AND BOTTOM, NOMINAL 13-1/2" x 16" BOWL, 6" DEEP TAS COMPLIANT SINGLE HANDLE HIGH ARC PULLDOWN FAUCET, PULLOUT SPRAY WITH 66" BRAIDED HOSE, LEVER STYLE HANDLE, 1.5 GPM DRAIN OUTLET WITH 304 STAINLESS STEEL BODY AND GRID STRAINER, POLISHED FINISH	ELKAY	LRAD332160	FAUCET - MOEN 7594 DRAIN - (QTY 2) ELKAY LK18B
SS-1	3/4"	3/4"	2"	3"	FLOOR MOUNTED ENAMELED CAST IRON CORNER SERVICE SINK - 28"x28"x13", WITH WALL MOUNTED 8" CENTER FAUCET WITH VACUUM BREAKER, TOP BRACE, INTEGRAL STOPS, HOSE THREADED SPOUT, 12.96 GPM PROVIDE 3" DRAIN OUTLET WITH DOME STRAINER, MOP HANGER, HOSE/BRACKET COMBINATION PROVIDE THERMOSTATIC MIXING VALVE	AMERICAN STANDARD	7745.811 "FLORWELL"	FAUCET - T&S BRASS B-0665-BSTR MOP HANGER - PROFLO PF245 HOSE AND WALL HOOK- PROFLO PF296 SPLASH CATCHER PANELS - PROFLO PFWG24S MIXING VALVE- BRADLEY S59-4216
HB-1	3/4"	–	–	–	INTERIOR HOSE BIBB - ANTI-SIPHON VACUUM BREAKER, ROUGH BRASS FINISH, TEE HANDLE OR HAND WHEEL, 3/4" INLET WITH 3/4" THREADED OUTLET, PROVIDE APPROPRIATE ESCUTCHEON / FLANGE	WOODFORD	24	(BR)
EWH-1	3/4"	–	–	–	EXTERIOR ENCASED NON-FREEZE WALL HYDRANT, DOUBLE CHECK BACKFLOW PROTECTION, CHROME BOX, ALL METAL CONSTRUCTION, STAINLESS STEEL OPERATING STEM AND ONE PIECE VALVE PLUNGER THAT CONTROLS FLOW AND DRAIN.	WOODFORD	667	(CH)
FD-1	–	–	2"	AS SHOWN ON DWG	FLOOR DRAIN - 6" DIA. ADJUSTABLE POLISHED NICKEL BRONZE STRAINER, CAST IRON BODY WITH REVERSIBLE CLAMPING COLLAR. P-TRAP SHALL BE DEEP SEAL TYPE. COORDINATE FLOORING TYPE WITH ARCHITECTURE	WATTS	FD-100A	TRAP GUARD - PROSET
WCO	–	–	–	AS SHOWN ON DWG	WALL CLEANOUT - NO-HUB PVC CLEANOUT TEE WITH ROUND STAINLESS STEEL COVER AND CENTER SCREW, GASKETED SEAL BRASS THREADED PLUG WITH RECESSED SOCKET	WATTS	CO-460-RD	
DCO	–	–	–	AS SHOWN ON DWG	EXTERIOR DOUBLE CLEANOUT - CAST IRON CLEANOUT WITH ROUND ADJUSTABLE SCORIATED SECURED CAST IRON TOP, GASKET SEAL CAST IRON PLUG WITH RECESSED SOCKET INSTALL IN MINIMUM OF 24" x 12" x 4" REINFORCED CONCRETE PAD WITH BEVELED EDGES	WATTS	(QTY-2) CO-200-RX	

NOTES
1. MANUFACTURERS WITH MODEL NUMBERS ARE BASIS ITEMS. OTHER MANUFACTURERS MUST BE EQUIVALENT MANUFACTURERS UNLESS NOTED OTHERWISE
2. FOR MOUNTING HEIGHTS OF INDIVIDUAL WALL MOUNTED FIXTURES REFER TO P-051 SHEET
3. EACH UNDER SLAB OR CONCEALED P-TRAP SHALL BE A DEEP SEAL TYPE
4. PROVIDE EACH WALL MOUNTED PLUMBING FIXTURE, SUCH AS SINKS, LAVATORIES, ELECTRIC WATER COOLERS, DRINKING FOUNTAINS, ETC., WITH A FLOOR MOUNTED SUPPORT CARRIER WITH RECTANGULAR LEGS
5. UNLESS SCHEDULED OTHERWISE, PROVIDE EACH LAVATORY, SINK, WATER COOLER, ETC WITH A P-TRAP ASSEMBLY CONSISTING OF A CHROME PLATED (C.P.) CAST BRASS TRAP WITH CLEANOUT PLUG, C.P. TUBING OUTLET (MIN. 17 GA.) AND C.P. CAST BRASS ESCUTCHEON WITH SETSCREW
6. PROVIDE EACH FIXTURE, WHICH REQUIRES COLD AND/OR HOT WATER (EXCEPT FLUSH VALVES) WITH A SUPPLY STOP ASSEMBLY CONSISTING OF A C.P. BRASS STOP VALVE (MIN. 1/2") WITH QUARTER STOPS AND LOCK SHIELD, STAINLESS STEEL FLEXIBLE RISER, C.P. BRASS NIPPLE, AND C.P. CAST BRASS ESCUTCHEON WITH SETSCREW
7. FOR EACH PUBLIC LAVATORY OR SINK WITH EXPOSED DRAIN AND BOTH COLD AND HOT SUPPLY COMPONENTS, PROVIDE A MANUFACTURED INSULATION KIT MADE FROM MOLDED CLOSED CELL VINYL THAT IS ANTI-MICROBIAL AND SEAMLESS. EACH KIT SHALL COVER THE TAILPIECE, P-TRAP, WALL BEND, BOTH WATER SUPPLY STOPS, AND BOTH WATER RISERS. KITS SHALL BE EQUAL OR EQUIVALENT TO "PROVIMAP" BY McGUIRE OR LAV-GUARD BY TRUEBRO
8. WHERE ARCHITECTURAL PLANS SHOW WATER CLOSETS AND URINALS, PROVIDE AND INSTALL FLUSHING VALVE SUCH THAT FLUSH HANDLE IS ON WIDE SIDE OF WATER CLOSET
9. PROVIDE WATER HAMMER ARRESTORS LOCATED AND SIZED ACCORDING TO PDI RECOMMENDATIONS
10. PROVIDE ISOLATION VALVES IN CW, HW AND HWR PIPING AS NEED OR AS SHOWN FOR ALL GROUPS OF FIXTURES
11. INSTALL PLUMBING FIXTURES IN ACCORDANCE WITH LATEST ADA AND TAS STANDARDS

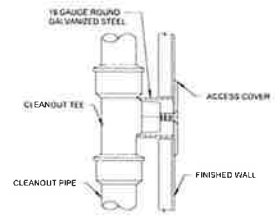
WELL TANK SCHEDULE

SYMBOL	LOCATION	TANK VOLUME	ACCEPTANCE FACTOR	DIMENSIONS DIAMETER (IN)	DIMENSIONS HEIGHT (IN)	DISCHARGE RATE (GPM)	GAUGE PRESSURE MAX/MIN (PSI)	DRAWDOWN (GAL)	MANUFACTURER	MODEL NO
WT-1	MECHAN 114	62	0.55	22"	47	15	40/60	16.60 gal	WELLXTROL	WX-251

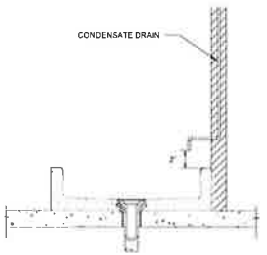
ELECTRIC WATER HEATER SCHEDULE

SYMBOL	LOCATION	STORAGE GALLONS	HTG ELEMENTS (QTY/KW)	ELECTRICAL VOLTAGE	ELECTRICAL PHASE	RECOVERY (GPH)	WATER TEMPERATURE INLET	WATER TEMPERATURE RISE	MANUFACTURER	MODEL NO
WH-1	MECHAN 114	10	2	240 V	1	15	67 °F	53 °F	A.O. SMITH	DEL-10

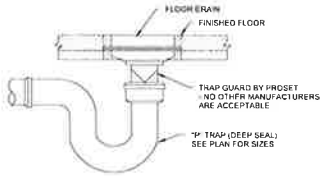
NOTES
1. WATER HEATER SHALL HAVE A PORCELANIZED GLASSLINED TANK AND BE ADDITIONALLY PROTECT AGAINST PREMATURE FAILURE BY A FACTORY INSTALLED ANODE ROD. WATER HATER SHALL HAVE A PROPERLY SIZED FACTORY PROVIDED TEMPERATURE AND PRESSURE RELIEF VALVE
2. TANK SHALL HAVE A THREE-YEAR WARRANTY
3. WATER HEATER SHALL BE PROVIDED WITH NON-SIMULTANEOUS ELEMENTS



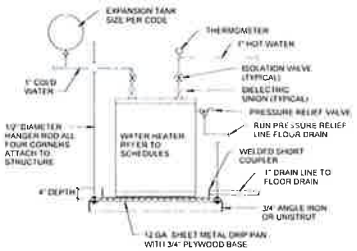
B2 WALL CLEANOUT
NTS



A2 CONDENSATE DRAIN TO MOP SINK
NTS



A3 FLOOR DRAIN
NTS



A4 ELECTRIC WATER HEATER - SUSPENDED
NTS

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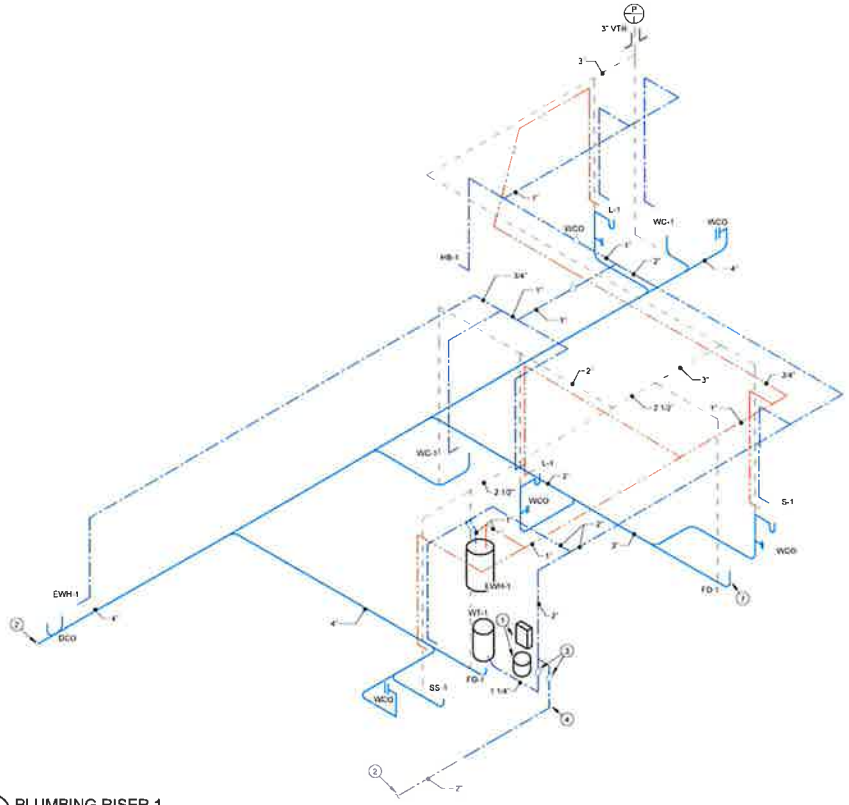
Plumbing Details & Schedules

P-601



P 1 PLUMBING RISER 1
SCHEMATIC ONLY

KEY NOTES

AS INDICATED BY (#)

1. NEW RO SYSTEM TO SUPPLY ICE MACHINE AND S-1 S-1 SHALL HAVE RO MANUFACTURER PROVIDED SPOUT
2. REFER TO CIVIL FOR CONTINUATION OF LINES
3. ADD 2" BALL VALVE IN VERTICAL, SEE P-111 P1 FOR DETAIL
4. TURN LINE UP INTO MECHUAN 114
5. FLOOR DRAIN SHALL BE UNDER MILLWORK TO SERVICE UNDERCOUNTER ICE MAKER

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Plumbing Risers

P-901

ELECTRICAL ABBREVIATIONS

ABOVE COUNTER	AC	HORSEPOWER	HP
ABOVE FINISHED FLOOR	AFF		
ALARM	ALM	ILLUMINATION ENGINEERING SOCIETY OF NORTH AMERICA	IESNA
ALTERNATING CURRENT	AC	INTERMEDIATE METAL CONDUIT	IMC
AMERICAN NATIONAL STANDARDS INSTITUTE	ANSI		
AMERICAN STEEL WIRE GAUGE	ASWG	KILOVOLT	kV
AMERICAN WIRE GAUGE	AWG	KILOVOLT AMP	kVA
AMPERE	AMP	KILOWATT	kW
AMPERE INTERRUPTING CAPACITY	AIC	KILOWATT HOUR	kWH
AMPS, SHORT CIRCUIT	ASC		
ARCHITECT	ARCH	LIQUIDTIGHT FLEXIBLE METAL CONDUIT	LFMC
AUDIO VISUAL	AV	LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT	LFNC
AUTHORITY HAVING JURISDICTION	AHJ		
AUTOMATIC TRANSFER SWITCH	ATS	MAIN CIRCUIT BREAKER	MCB
		MAIN LUGS ONLY	MLO
CLOSED CIRCUIT TELEVISION	CCTV	MINIMUM CIRCUIT AMPS	MCA
COAXIAL CABLE	COAX	MOTOR CONTROL CENTER	MCC
COLOR RENDERING INDEX	CRI		
COMMUNICATIONS	COMM	NATIONAL ELECTRICAL CODE	NEC
COPPER	CU	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION	NEMA
CURRENT TRANSFORMER	CT	NATIONAL FIRE CODE	NFC
		NATIONAL FIRE PROTECTION ASSOCIATION	NFPA
DECIBEL	dB	NORMALLY CLOSED	NC
DEMOLITION	DEMO	NORMALLY OPEN	NO
DIRECT CURRENT	DC	NOTIFICATION APPLIANCE CIRCUIT	NAC
DOUBLE POLE DOUBLE THROW	DPDT		
DOUBLE POLE SINGLE THROW	DPST	POLY VINYL CHLORIDE	PVC
		POWER FACTOR	PF
EACH	EA		
ELECTRIC	ELEC	RIGID GALVANIZED STEEL	RGS
ELECTRICAL METALLIC TUBING	EMT	RIGID NONMETALLIC CONDUIT	RNC
ELECTRICAL NONMETALLIC TUBING	ENT		
		SINGLE PHASE	1Ø
FIRE ALARM	FA	SINGLE POLE DOUBLE THROW	SPDT
FIRE ALARM ANNUNCIATOR PANEL	FAAP	SINGLE POLE SINGLE THROW	SPST
FIRE ALARM CONTROL PANEL	FACP	SWITCHBOARD	SWBD
FLEXIBLE METALLIC CONDUIT	FMC		
FOOTCANDLE	FC		
FULL LOAD AMPS	FLA	THREE PHASE	3Ø
GAUGE	GA		
GENERATOR	GEN	UNINTERRUPTIBLE POWER SUPPLY	UPS
GROUND	GND		
GROUND FAULT CIRCUIT INTERRUPTER	GFCI	VARIABLE FREQUENCY DRIVE	VFD
		VOLT VOLTS VOLTAGE	V
		VOLT AMPERE	VA
		WIRELESS ACCESS POINT	WAP
		WEATHERPROOF	WP

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	2'x4' RECESSED LIGHT FIXTURE. UPPER CASE INDICATES TYPE IN SCHEDULE. LOWER CASE INDICATES SWITCH
	2'x4' RECESSED LIGHT FIXTURE. DIAGONAL MARKING INDICATES EGRESS FIXTURE CONNECTED TO EMERGENCY POWER SUPPLY. UPPER CASE INDICATES TYPE IN SCHEDULE. LOWER CASE INDICATES SWITCH
	EMERGENCY WALL PACK CONNECTED TO EMERGENCY LIGHTING POWER SUPPLY. UPPER CASE INDICATES TYPE IN SCHEDULE
	SINGLE FACE EXIT SIGN AS SCHEDULED. CONNECTED TO EMERGENCY LIGHTING POWER SUPPLY. ARROWS INDICATE DIRECTIONAL ARROWS. PROVIDE SINGLE OR DOUBLE FACE AS REQUIRED OR INDICATED. UPPER CASE INDICATES TYPE IN SCHEDULE. "WG" INDICATES WIRE GUARD
	WALL SWITCH. REFER TO LIGHTING CONTROL MATRIX SCHEDULE FOR ALL CONTROL REQUIREMENTS
	125V, 20A, 2P, 3W. GROUNDING TYPE DUPLEX RECEPTACLE. "GFCI" DENOTES GROUND FAULT INTERRUPTER. "WP" DENOTES WEATHERPROOF COVER. "AC" DENOTES ABOVE COUNTER MOUNTING. "USB" DENOTES COMBINATION USB DEVICE
	CONDUCTORS IN CONDUIT. MINIMUM NUMBER IS (2) #12 AWG + #12 GND. PROVIDE NUMBER OF CONDUCTORS AS REQUIRED FOR SWITCHING INDICATED AND CONTINUING CIRCUITS
	SURFACE MOUNTED SINGLE SECTION PANELBOARD. LABEL INDICATES PANEL NAME. REFER TO PANEL SCHEDULE AND RISER DIAGRAM FOR ADDITIONAL INFORMATION
	DATA OUTLET
	WALL MOUNTED FIXTURE. UPPER CASE INDICATES TYPE IN SCHEDULE. LOWER CASE INDICATES SWITCH
	DOUBLE FACE EXIT SIGN AS SCHEDULED. CONNECTED TO EMERGENCY LIGHTING POWER SUPPLY. ARROWS INDICATE DIRECTIONAL ARROWS. PROVIDE SINGLE OR DOUBLE FACE AS REQUIRED OR INDICATED. UPPER CASE INDICATES TYPE IN SCHEDULE. "WG" INDICATES WIRE GUARD
	SEQUENCE OF OPERATION LIGHTING CONTROL DEVICE. REFER TO CONTROL MATRIX FOR ABBREVIATIONS AND LIGHTING CONTROL INFORMATION
LC	LIGHTING CONTACTOR
J	JUNCTION BOX
	HOMERUN TO PANELBOARD. REFER TO SPECIFICATIONS FOR LIMITING NUMBER OF CONDUCTORS PER HOMERUN
	SURFACE MOUNTED COMMUNICATIONS TERMINAL BOARD

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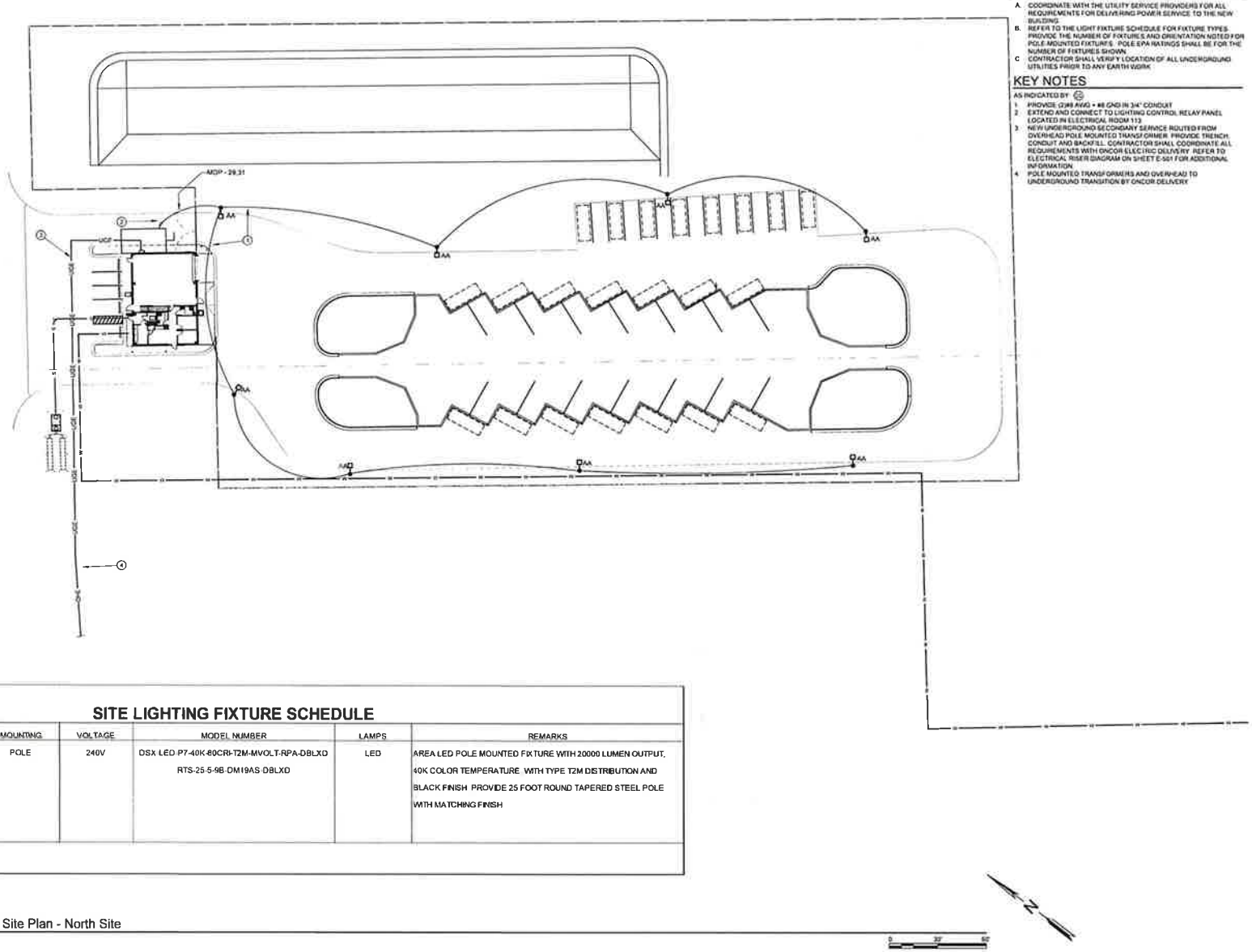
Electrical Abbreviations & Legend

E-001



GENERAL NOTES

A. COORDINATE WITH THE UTILITY SERVICE PROVIDERS FOR ALL REQUIREMENTS FOR DELIVERING POWER SERVICE TO THE NEW BUILDING.
B. REFER TO THE LIGHT FIXTURE SCHEDULE FOR FIXTURE TYPES. PROVIDE THE NUMBER OF FIXTURES AND ORIENTATION NOTED FOR POLE MOUNTED FIXTURES. POLE EPA RATINGS SHALL BE FOR THE NUMBER OF FIXTURES SHOWN.
C. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY EARTH WORK.

KEY NOTES

AS INDICATED BY ⊗

1. PROVIDE (2)#8 AWG + #8 GND IN 3/4" CONDUIT
2. EXTEND AND CONNECT TO LIGHTING CONTROL RELAY PANEL LOCATED IN ELECTRICAL ROOM 113
3. NEW UNDERGROUND SECONDARY SERVICE ROUTED FROM OVERHEAD POLE MOUNTED TRANSFORMER. PROVIDE TRENCH, CONDUIT AND BACKFILL. CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS WITH ONCOR ELECTRIC DELIVERY. REFER TO ELECTRICAL RISER DIAGRAM ON SHEET E-501 FOR ADDITIONAL INFORMATION.
4. POLE MOUNTED TRANSFORMERS AND OVERHEAD TO UNDERGROUND TRANSITION BY ONCOR DELIVERY

SITE LIGHTING FIXTURE SCHEDULE

TYPE	MOUNTING	VOLTAGE	MODEL NUMBER	LAMPS	REMARKS
AA	POLE	240V	DSX LED P7-40K-80CRI-T2M-MVOLT-RPA-DBLXD RTS-25-5-9B-DM19AS-DBLXD	LED	AREA LED POLE MOUNTED FIXTURE WITH 20000 LUMEN OUTPUT, 40K COLOR TEMPERATURE. WITH TYPE T2M DISTRIBUTION AND BLACK FINISH. PROVIDE 25 FOOT ROUND TAPERED STEEL POLE WITH MATCHING FINISH

NOTES

1 Electrical Site Plan - North Site
1" = 30'

0 30' 60'

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300 N. Loraine
Midland, TX

PROJECT NO.
6119.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Electrical
Site Plan
-North Site

E-100

FILE NAME: C:\Users\mjimenez\appdata\local\temp\AcPublish_1628\E-100-6119 siteplan north.dwg LAYOUT NAME: E-110 PRINTED: Tuesday, October 31, 2023 - 1:24pm USER: mjimenez

PACKET 8.569 December 12, 2023

SITE LIGHTING FIXTURE SCHEDULE

TYPE	MOUNTING	VOLTAGE	MODEL NUMBER	LAMPS	REMARKS
AA	POLE	240V	DSX LED-P7-40K-80CRI T2M-MVOLT-RPA-DBLXD RTS-25-5-9B-DM19AS-DBLXD	LED	AREA LED POLE MOUNTED FIXTURE WITH 20000 LUMEN OUTPUT, 40K COLOR TEMPERATURE, WITH TYPE T2M DISTRIBUTION AND BLACK FINISH PROVIDE 25 FOOT ROUND TAPERED STEEL POLE WITH MATCHING FINISH

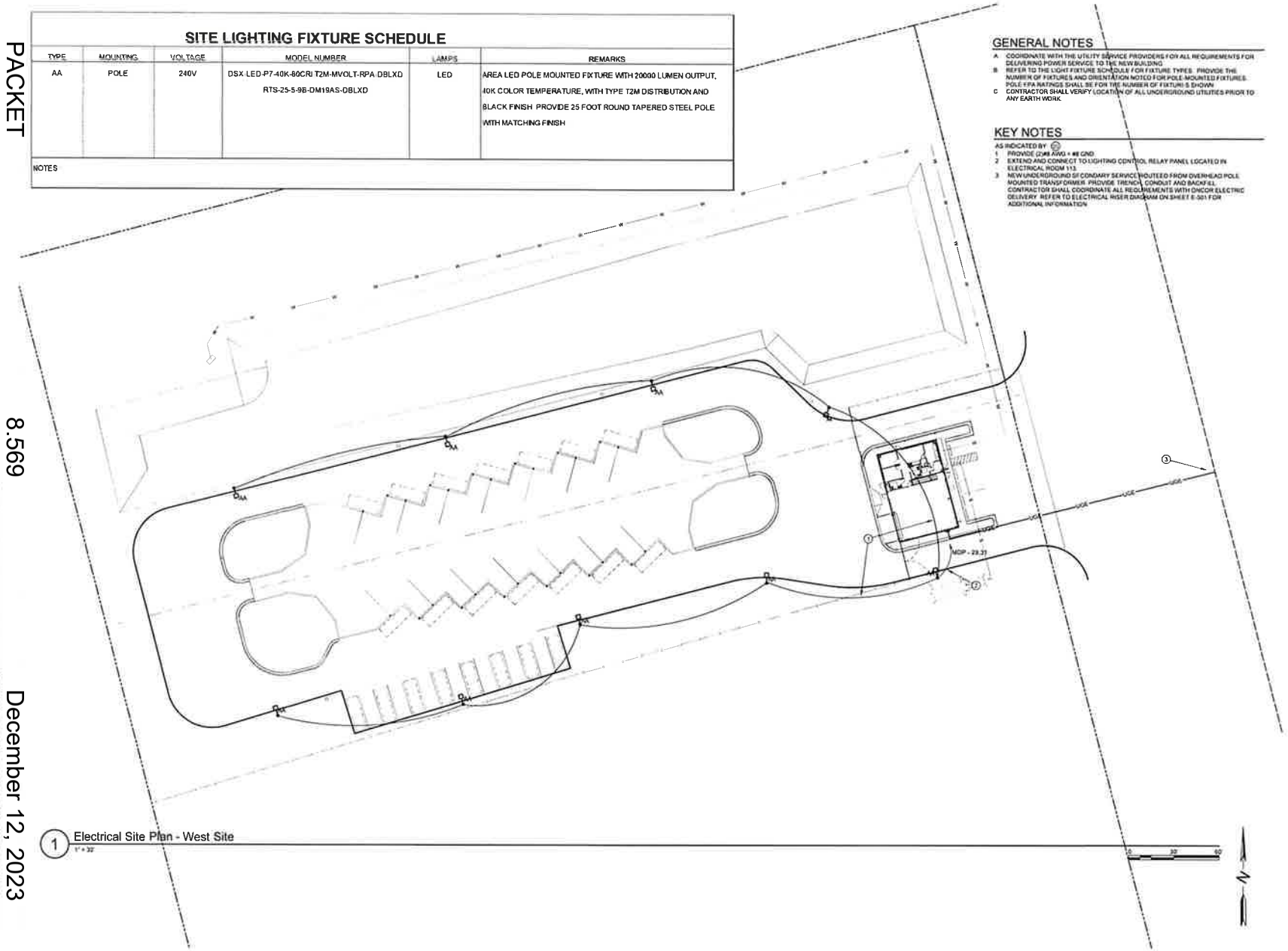
NOTES

GENERAL NOTES

A COORDINATE WITH THE UTILITY SERVICE PROVIDERS FOR ALL REQUIREMENTS FOR DELIVERING POWER SERVICE TO THE NEW BUILDING
B REFER TO THE LIGHT FIXTURE SCHEDULE FOR FIXTURE TYPES. PROVIDE THE NUMBER OF FIXTURES AND ORIENTATION NOTED FOR POLE-MOUNTED FIXTURES. POLE EPA RATINGS SHALL BE FOR THE NUMBER OF FIXTURES SHOWN
C CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY EARTH WORK

KEY NOTES

AS INDICATED BY (#)
1 PROVIDE (2)#8 AWG + #8 GND
2 EXTEND AND CONNECT TO LIGHTING CONTROL RELAY PANEL LOCATED IN ELECTRICAL ROOM 113
3 NEW UNDERGROUND SECONDARY SERVICE ROUTED FROM OVERHEAD POLE MOUNTED TRANSFORMER. PROVIDE TRENCH, CONDUIT AND BACKFILL. CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS WITH ONCOR ELECTRIC DELIVERY. REFER TO ELECTRICAL RISER DIAGRAM ON SHEET E-301 FOR ADDITIONAL INFORMATION



1 Electrical Site Plan - West Site
1" = 30'

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#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Electrical Site Plan -West Site

E-100

FILE NAME: C:\Users\mjimenez\appdata\local\temp\AcPublish_33452\E-100-6119 - West.dwg LAYOUT NAME: E-110 PRINTED: Tuesday, October 31, 2023 - 1:48pm USER: mjimenez

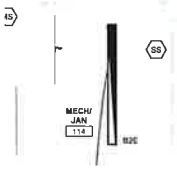
GENERAL NOTES

A COORDINATE LOCATION OF LIGHT FIXTURES WITH ARCHITECTURAL AND MECHANICAL
B ALL EMERGENCY AND EGRESS LIGHTING SHALL BE CONNECTED TO THE SAME BRANCH CIRCUIT SERVING THE NORMAL LIGHTS AND SHALL BE ON THE LINE SIDE OF RELAYS OR SWITCHING DEVICES
C REFER TO KEYED NOTES FOR CONTROL OF ADDITIONAL EMERGENCY LIGHTING. ALL EXIT SIGNS SHALL BE CONNECTED FOR CONTINUOUS OPERATION
D AT LOCATIONS WHERE ROOM LIGHT FIXTURES ARE CONTROLLED THROUGH THE USE OF OCCUPANCY SENSORS, PROVIDE THE NUMBER OF SENSORS AND LOCATE THE UNITS AS REQUIRED FOR COMPLETE ROOM COVERAGE WHERE MORE THAN ONE SENSOR IS LOCATED IN A COMMON SPACE, CONNECT THE UNITS SUCH THAT DETECTION OF OCCUPANCY FROM EITHER UNIT WILL ENERGIZE THE LIGHTING. WHERE SWITCHES ARE SHOWN IN CONJUNCTION WITH OCCUPANCY SENSORS, CONNECT THE SWITCHES TO DE-ENERGIZE THE LIGHTING INDICATED REGARDLESS OF OCCUPANCY. ADJUST ALL SENSOR TIME DELAYS AND MOTION SENSITIVITIES DURING PROJECT CLOSEOUT TO MEET THE OPERATIONAL FUNCTION OF THE OWNER
E EXACT LOCATION AND PLACEMENT OF EXIT LIGHTING SHALL BE FIELD DETERMINED TO ENSURE PROPER LINES OF SIGHT
F PROVIDE DEDICATED NEUTRAL WIRE FOR ALL 120V BRANCH CIRCUITS. NO MULTI-WIRE BRANCH CIRCUITS SHALL BE ALLOWED
G ELECTRICAL FLOOR PLANS AND SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

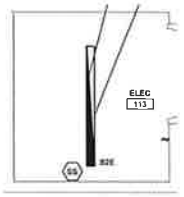
KEY NOTES

AS INDICATED BY (#)

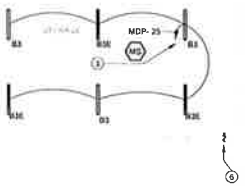
1 MOUNT FIXTURE AT 18'-0" AFF. TYPICAL OF ALL FIXTURES TYPE "B1" AND "B1E"
2 MOUNT EXTERIOR WALL PACK AT 9'-4-1/2" AFF. COORDINATE EXACT MOUNTING HEIGHT WITH ARCHITECTUAL. EXTEND AND CONNECT TO LIGHTING CONTROL RELAY PANEL FOR CONTROL
3 MOUNT FIXTURE AT 7'-5" AFF TO BASE OF FIXTURE. TYPICAL OF ALL FIXTURES TYPE "B3" AND "B3E"
4 MOUNT EXIT SIGN 1'-0" FROM THE TOP OF THE DOOR TO THE BOTTOM OF THE FIXTURE
5 PROVIDE LIGHTING RELAY PANEL (LRP) _ ARP.INTENC08-NLT-4FCR-MVOLT-HLK-SM-DTC-ARPA-APS-OL OR EQUIVALENT. LIGHTING RELAY PANEL TO CONTROL EXTERIOR WALL PACK LIGHTS AND PARKING LOT LIGHTS. COORDINATE WITH MANUFACTURER FOR FURTHER DETAILS
6 SECOND FLOOR LIGHT FIXTURES B3 AND B3E SHALL BE CONTROLLED BY LIGHT FIXTURE SWITCH LOCATED ON 1ST FLOOR

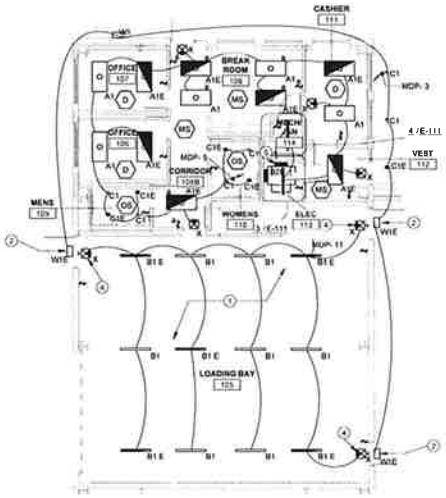


4 Lighting Plan - Callout 2
1/8" = 1'-0"



3 Lighting Plan - Callout 1
1/8" = 1'-0"





2 Lighting Plan - Mezzanine
1/8" = 1'-0"

1 Lighting Plan
1/8" = 1'-0"

WEST SITE PLAN NORTH
NORTH SITE PLAN NORTH

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#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Electrical Lighting Plan

E-111

GENERAL NOTES

A. REFER TO THE MECHANICAL DRAWINGS FOR THE LOCATION AND NUMBER OF SUPPLY AND RETURN AIR DUCTS. FOR UNITS THAT ARE INDICATED TO HAVE SMOKE DETECTION COVERAGE, PROVIDE THE NUMBER OF DETECTORS AS REQUIRED TO COVER ALL OF THE DUCTS.

B. ALL CONDUITS SERVING ROOF-MOUNTED EQUIPMENT SHALL BE EXTENDED INSIDE THE UNIT CURBS TO AVOID ADDITIONAL PITCHPANS. ALL EXTERIOR CONDUIT SHALL BE RIGID GALVANIZED STEEL OR LIQUID TIGHT FLEXIBLE CONDUIT AS SPECIFIED.

C. AT LOCATIONS WHERE A COMMON EXHAUST FAN IS CONTROLLED THROUGH INDEPENDENT WALL SWITCHES, CONNECT THE SWITCHES IN PARALLEL TO ALLOW EITHER SWITCH TO OPERATE THE FAN.

D. REFER TO THE MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE FOR BRANCH CIRCUIT REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT.

E. COORDINATE WITH SECURITY CONTRACTOR FOR ALL POWER REQUIREMENTS. REFER TO COMMUNICATION SHEETS FOR JUNCTION BOXES FOR MOTION DETECTORS, KEYPADS, DOOR CONTACTORS, ETC.

F. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONNECTION OF ALL HVAC AND PLUMBING EQUIPMENT (BUT NOT LIMITED TO RTU'S, AHU'S, FANS, DAMPERS, LOUVERS, PUMPS AND CONTROLS).

G. PROVIDE DEDICATED NEUTRAL WIRE FOR ALL 120V OR 277V BRANCH CIRCUITS. NO MULTI WIRE BRANCH CIRCUITS SHALL BE ALLOWED.

H. ELECTRICAL FLOOR PLANS AND SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES.

KEY NOTES

AS INDICATED BY (#) —

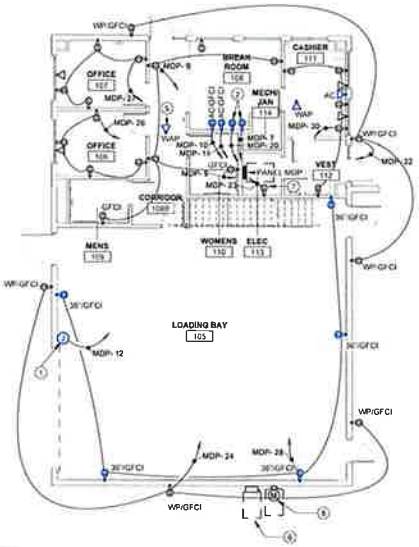
1. PROVIDE POWER FOR OVERHEAD DOOR EXTEND AND CONNECT (2)#12 AWG + #12 GND IN 3/4" CONDUIT. COORDINATE EXACT LOCATION AND CONTOL LOCATION WITH OVERHEAD DOOR MANUFACTURER.
2. PROVIDE A DEDICATED RECEPTACLE FOR BELOW COUNTER ICE MAKE AND AND REFRIGERATOR AT 30" AFF.
3. TYPICAL DATA DROP. PROVIDE SINGLE GANG BACK BOX AND 3/4" CONDUIT LOCATED TO AN ACCESSIBLE LOCATION ABOVE CEILING. PROVIDE BUSHING AT END OF CONDUIT. ROUTE CAT 6 CABLE LAN RACK, UTILIZING J-HOOKS.
4. TYPICAL DATA DROP FOR WIRELESS ACCESS POINT(WAP). PROVIDE SINGLE GANG BACK BOX AS REQUIRED. ROUTE CAT 6 CABLE LAN RACK, UTILIZING J-HOOKS.
5. WIRELESS ACCESS POINTS ARE TO BE CEILING MOUNTED. FIELD VERIFY FOR PROPER LOCATION.
6. MOUNT 200A/2P, SERVICE RATED DISCONNECT, WITH 150 AMP FUSES ADJACENT TO ONCOR KWH METER. FIELD VERIFY FOR PROPER WORK SPACE CLEARANCE. REFER TO ELECTRIC RISER DIAGRAM FOR MORE INFORMATION.
7. PROVIDE DEDICATED RECEPTACLE FOR IT/LAN RACK. COORDINATE WITH ARCHITECHTUAL FOR PROPER PLACEMENT.
8. NEW KWH METER FOR SERVICE. COORDINATE WITH ONCOR ELECTRIC DELIVERY FOR ALL REQUIREMENTS.



2 Power and Communications Plan - Mezzanine
1/8" = 1'-0"

0 4' 8' 16'

WEST SITE PLAN NORTH | NORTH SITE PLAN NORTH



1 Power & Communications Plan
1/8" = 1'-0"

0 4' 8' 16'

WEST SITE PLAN NORTH | NORTH SITE PLAN NORTH

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PROJECT NO.
5110.21 - WEST
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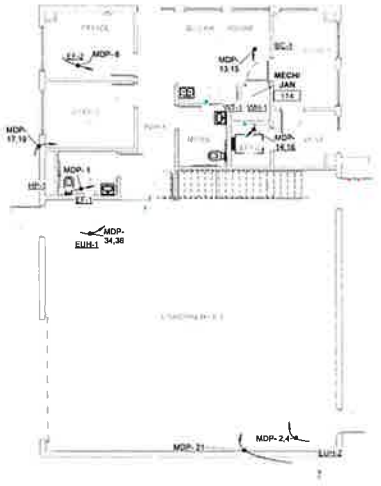
#	DATE	DESCRIPTION
-	10/31/2023	Issue for Proposal

Power & Communications Plan

E-121

GENERAL NOTES

A. FOR CONNECTION REQUIREMENTS AND DETAILS, REFER TO SHEET E-601 FOR MORE INFORMATION
B. ELECTRICAL FLOOR PLANS AND SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES



1 MECHANICAL POWER PLAN
1/8" = 1'-0"

0 4' 8' 16'

WEST SITE PLAN NORTH

NORTH SITE PLAN NORTH

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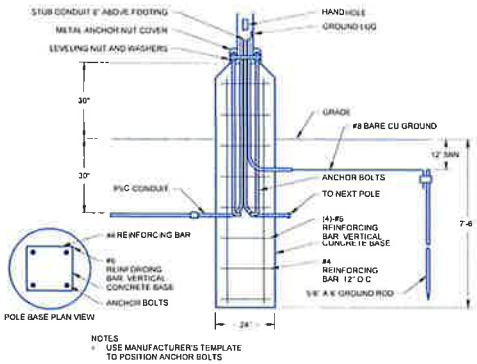
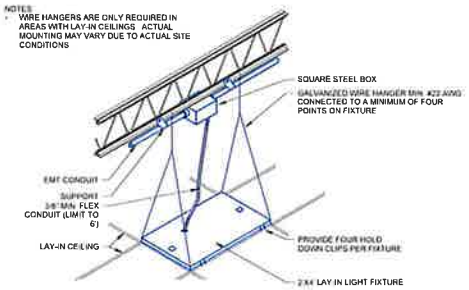
DATE	DESCRIPTION
10/31/2023	Issue for Proposal

Mechanical Equipment Power Plan

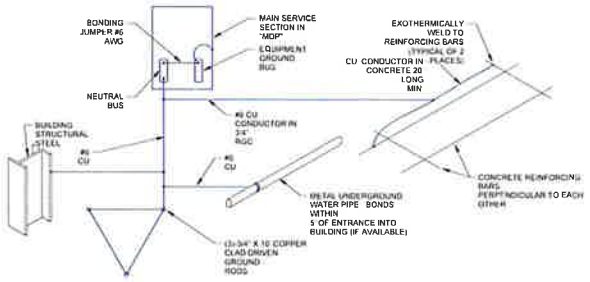
E-122



4 POLE BASE DETAIL
NTS



3 RECESSED LIGHT FIXTURE INSTALLATION DETAIL
NTS

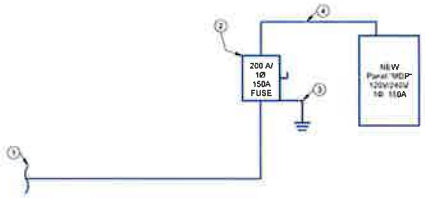


2 GROUNDING DETAIL
NTS

KEYED NOTES

AS INDICATED BY

1. ELECTRICAL SERVICE FROM UTILITY
2. PROVIDE NEMA 3R, SERVICE RATED, 200A/2P, WITH 150-AMP FUSES. MOUNT ADJACENT TO KWH METER
3. REFER TO GROUNDING ELECTRODE DETAIL FOR ADDITIONAL INFORMATION
4. (3) #1/0 AWG + #6 GND in 1 1/2" CONDUIT.



1 ELECTRICAL RISER DIAGRAM - WEST AND NORTH SITE
NTS

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Electrical Riser Diagram And Details

E-501

PACKET 8.574 December 12, 2023

LIGHTING CONTROL SEQUENCE MATRIX

DESIGNATION	TYPICAL SPACES	DIMMING	NETWORKED	OCCUPANCY (AUTO ON)	OCCUPANCY (VACANCY)	STAND ALONE	TIME CLOCK	WIRELESS	DESCRIPTION OF LIGHTING CONTROL DEVICES WITHIN SPACE
D	•OFFICES	Yes	No	No	Yes	Yes	No	No	•WALL STATION WITH ON/OFF AND 0-10V DIMMING CAPABILITIES. PROVIDE CONNECTION FOR CONTROL OF LIGHTING THROUGH MULTIPLE SWITCH LOCATIONS. •CEILING MOUNTED OCCUPANCY (VACANCY) SENSOR SHALL TURN ALL LUMINAIRES OFF AFTER TIMEOUT (20 MIN.) EXPIRES.
MS	•CORRIDORS •LOBBIES •VESTIBULES	No	No	Yes	No	Yes	Yes	No	•ON/OFF WALL SWITCH, PROVIDE CONNECTIONS REQUIRED FOR CONTROL OF LIGHTING THROUGH MULTIPLE SWITCH LOCATIONS. •CEILING MOUNTED OCCUPANCY (AUTO "ON") SENSOR SHALL TURN ALL LUMINAIRES OFF AFTER TIMEOUT (20 MIN.) EXPIRES. SHALL AUTOMATICALLY TURN ALL LUMINARES ON TO 100% UPON DETECTION OF MAJOR OR MINOR MOTION. •THIS AREA WILL BE PROGRAMMED WITH TIME CONTROL TO ALLOW FIXTURES TO STAY ON DURING OCCUPIED TIMES (COORDINATE OCCUPIED TIMES AND PROGRAMMING WITH OWNER). LIGHT SWITCH SHALL WILLOW FOR OVERRIDE OF OCCUPANCY SENSORS, PHOTOCELLS, AND TIME PROGRAM.
OS	•SMALL RESTROOMS •SMALL STORAGE ROOMS	No	No	No	Yes	Yes	No	No	•ON/OFF WALL SWITCH WITH INTEGRAL OCCUPANCY SENSOR. INTEGRAL OCCUPANCY SENSOR SHALL TURN ALL LUMINAIRES OFF AFTER (20 MIN.) EXPIRES. •(NETWORK CONTROLS NOT REQUIRED. STAND-ALONE CONTROLS ONLY FOR THIS SPACE.)
SS	•ELECTRICAL ROOMS •MECHANICAL/JANITOR ROOMS	No	No	No	No	Yes	No	No	•ON/OFF WALL SWITCH CONTROL (ONLY) TO AVOID POSSIBLE SAFETY CONCERN OF INADVERTENT OF THAT COULD BE CAUSED BY OCCUPANCY SENSING DEVICES. •(NETWORK CONTROLS NOT REQUIRED. STAND-ALONE CONTROLS ONLY FOR THIS SPACE.)

NOTES:

A REFER TO PLANS FOR LIGHTING DEVICE LOCATIONS AND OTHER INFORMATION
B SYMBOLS PROVIDED IN EACH SPACE (INDICATED IN THE LIGHTING CONTROLS SEQUENCE MATRIX SCHEDULE) ARE INTENDED TO DENOTE THE TYPES OF CONTROLS REQUIRED FOR EACH ASSOCIATED SPACES. THE SWITCH SYSMBOLS DENOTE REQUIRED LOCATIONS FOR THE CONTROL DEVICES IN EACH ASSOCIATED SPACE
C IN ADDITION TO CONTROL TYPES INDICATED, PROVIDE DAYLIGHT CONTROLS IN ALL AREAS SHOWN WITH DAYLIGHTING ZONES (INDICATED BY HATCHED AREAS ON PLANS). DIMMABLE DRIVERS IN EACH DAYLIGHT ZONE TO BE DIMMED SEPARATELY BY ZONE (CURRENT LIGHT LEVEL TO OFF, CONTINUOUS DIMMING, NO STEP DIMMING). DIMMING FUNCTION IN EACH DAYLIGHT ZONE IS TO MAINTAIN EVEN ILLUMINATION ACROSS THE ZONE, BASED ON THE SETTINGS OF THE SWITCH
D PROVIDE NUMBER OF RELAY PACKS, DIMMING RELAY PACKS, OCCUPANCY SENSORS AND PHOTOCELLS FOR COMPLETE AND PROPER OPERATION OF THE LIGHTING SYSTEM
E IN COMMON USE SPACES SUCH AS CORRIDORS, LOBBIES, CAFETERIA, AND HUBS/COLABS. PROVIDE CONNECTION TO FIRE ALARM TO BRING LIGHTING IN THESE AREAS/SPACES TO FULL "ON" IN THE EVENT OF AN ALARM
F LIGHTING CONTROLS SHALL COMPLY WITH THE REQUIREMENTS OF THE IECC 2015 AND SHALL BE COMMISIONED IN ACCORDANCE WITH THE REQUIREMENTS OF IECC 408
G REFER TO SPECIFICATION SECTION 26 09 43 NETWORKED LIGHTING CONTROLS FOR ADDITIONAL REQUIREMENTS
H ELECTRICAL LIGHTING CONTROLS SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

LIGHTING FIXTURE SCHEDULE

TYPE	ELECTRICAL DATA	MANUFACTURER	MODEL	LAMP	DESCRIPTION
A1	120 V/1-58 VA	LITHONIA	CPANL-2X4-ALO6-SWWF-M2	LED	2X4 MULTIVOLT LED SWITCHABLE FLAT PANEL WITH 6000 LUMENS AT 35K COLOR TEMPERATURE
A1E	120 V/1-58 VA	LITHONIA	CPANL-2X4-ALO6-SWWF-M2-ELBLPCP10 HESDA	LED	SAME AS TYPE A1 EXCEPT WITH EMERGENCY BATTERY PACKAGE
B1	120 V/1-71 VA	LITHONIA	CLXL48-10000LM-SEF-ROL-MVOLT-EZ1-35K-80C RI-WH	LED	48 INCH LED LINEAR LIGHT WITH 10000 LUMEN AT 35K TEMPERATURE
B1 E	120 V/1-71 VA	LITHONIA	CLXL48-10000LM-SEF-ROL-MVOLT-EZ1-35K-80C RI-WH-PS1350	LED	SAME AS TYPE B1 EXCEPT WITH EMERGENCY BATTERY PACK
B2E	120 V/1-30 VA	LITHONIA	ZL1D-L24-3000LM FST MVOLT EZ1-35K-80CRI E 15WA CP	LED	48 INCH LED LINEAR LIGHT WITH 3000 LUMEN AT 35K TEMPERATURE AND EMERGENCY BATTERY PACK
B3	120 V/1-28 VA	LITHONIA	CLXL48-4000LM-SEF-ROL-MVOLT-GZ1-35K-80C RI-WH	LED	48 INCH LED LINEAR LIGHT WITH 4000 LUMEN AT 35K TEMPERATURE
B3E	120 V/1-28 VA	LITHONIA	CLXL48-4000LM-SEF-ROL-MVOLT-GZ1-35K-80C RI-WH-PS1850	LED	SAME AS TYPE B3 EXCEPT WITH EMERGENCY BATTERY PACK
C1	120 V/1-6 VA	LITHONIA	LDN4-05LM-35K-LO4AR LSS-MVOLT-UDZ-AT	LED	4 INCH 500 LUMEN MULTIVOLT LED DOWLIGHT AT 3500K COLOR TEMPERATURE
C1E	120 V/1-6 VA	LITHONIA	LDN4-05LM-35K-LO4AR LSS-MVOLT-UDZ-AT-EL	LED	SAME AS TYPE C1 EXCEPT WITH EMERGENCY BATTERY PACK
W1	120 V/1-25 VA	LITHONIA	WPX1-LED -P2-40K-MVOLT-DBLXD	LED	EXTERIOR MULTIVOLT WALL FIXTURE WITH 2900 LUMENS AND 40K TEMPERATURE
W1E	120 V/1-25 VA	LITHONIA	WPX1-LED -P2-40K-MVOLT-E4WH-DBLXD	LED	SAME AS TYPE W1 EXCEPT WITH EMERGENCY BATTERY PACK
X	120 V/1-1 VA	LITHONIA	EXRG-EL-M6	LED	LED EXIT SIGN WITH RED LETTERING AND EMERGENCY BATTERY BACKUP

A EXITED EXIT SIGNS SHALL BE CONNECTED TO THE UNSWITCHED SIDE OF THE CIRCUIT SHOWN ON PLANS
B ELECTRICAL LIGHTING SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

PANELBOARD SCHEDULE

PANELBOARD: MDP
DISTRIBUTION: 120/240V, 1 PHASE, 3 WIRE
SUPPLY FROM:
LOCATION: ELEC 113
MIN AIC RATING: 10000
MCB: 150 A
ENCLOSURE: NEMA 1
MOUNTING: SURFACE

CKT	TRIP AMPS	POLES	CIRCUIT DESCRIPTION	A	B	A	B	CIRCUIT DESCRIPTION	POLES	TRIP AMPS	CKT
1	20 A	1	EF-1	115 VA		1500 VA		EUH-2	2	20 A	2
3	20 A	1	OUTDOOR LIGHTING		116 VA		1500 VA				4
5	20 A	1	BREAKROOM AND HALL LIGHTING	784 VA		770 VA		EF-2	1	20 A	6
7	20 A	1	RECEPTACLE		180 VA		360 VA	RECEPTACLE	1	20 A	8
9	20 A	1	RECEPTACLE BREAKROOM 108	900 VA		180 VA		RECEPTACLE BREAKROOM 108	1	20 A	10
11	20 A	1	LOADING BAYS LIGHTING		833 VA		1000 VA	POWER LOADING BAY 105	1	20 A	12
13	15 A	2	SC-1	600 VA		1000 VA		EWH-1	2	20 A	14
15					600 VA		1000 VA				16
17	30 A	2	HP-1	2160 VA		180 VA		RECEPTACLE	1	20 A	18
19					2160 VA		180 VA	RECEPTACLE BREAKROOM 108	1	20 A	20
21	20 A	1	L-1	126 VA		540 VA		OUTDOOR RECEPTACLE	1	20 A	22
23	20 A	1	RECEPTACLE		180 VA		540 VA	OUTDOOR RECEPTACLE	1	20 A	24
25	20 A	1	MEZZANINE LIGHTING 201	156 VA		720 VA		RECEPTACLE OFFICE 106	1	20 A	26
27	20 A	1	RECEPTACLE OFFICE 107		720 VA		900 VA	RECEPTACLE LOADING BAY 105	1	20 A	28
29	20 A	2	Exterior lights	864 VA		900 VA		RECEPTACLE ENTRY 111	1	20 A	30
31					864 VA						32
33	–	1	SPACE	–		1500 VA		EUH-1	2	20 A	34
35	–	1	SPACE		–		1500 VA				36
37	–	1	SPACE	–		–		SPACE	1	–	38
39	–	1	SPACE		–		–	SPACE	1	–	40
41	–	1	SPACE	–		–		SPACE	1	–	42

PHASE TOTALS	LOAD	CURRENT
PHASE A	12785 VA	107 A
PHASE B	12447 VA	104 A
PHASE C	0 VA	0 A

TOTAL CONNECTED LOAD	25236 VA
ESTIMATED DEMAND LOAD	25236 VA
DEMAND LINE AMPS	105 A

NOTES:
1. ELECTRICAL SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE

MARK	Voltage	PHASE	NO. OF POLES	PANEL	CIRCUIT	BREAKER	CONDUIT	CONDUCTOR	DISCONNECT	NOTE	LOAD
Blower Coil											
BC-1	240 V	1	2	MDP	13,15	15 A	3/4"	(2) #12 AWG + #12 GND	0 A	1,2	1200 VA
Electric Unit Heater											
EUH-1	240 V	1	2	MDP	34,36	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	3000 VA
EUH-2	240 V	1	2	MDP	2,4	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	3000 VA
Electric Water Heater											
EWH-1	240 V	1	2	MDP	14,16	20 A	3/4"	(2) #12 AWG + #12 GND	30 A		2000 VA
Exhaust Fan											
EF-1	120 V	1	1	MDP	1	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	115 VA
EF-2	120 V	1	1	MDP	6	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	770 VA
Heat Pump											
HP-1	240 V	1	2	MDP	17,19	30 A	3/4"	(2) #10 AWG + #10 GND	30 A	1,3	4320 VA
Louver/Damper											
L-1	120 V	1	1	MDP	21	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	120 VA

NOTES:
1 PROVIDE A MOTOR RATED SWITCH. OVERLOADS SHALL MATCH MOTOR RATING
2 PROVIDE ROOF-MOUNTED WP/GFCI RECEPTACLE MOUNTED ON/NEAR HVAC EQUIPMENT
3 PROVIDE 3/4" CONDUIT FROM INDOOR UNIT TO OUTDOOR UNIT TO SUPPORT POWER AND CONTROL CABLING. COORDINATE WITH MANUFACTURER AND MECHANICAL FOR ALL REQUIREMENTS
4 PROVIDE GFCI RECEPTACLE MOUNTED NEAR EQUIPMENT FOR MEANS OF DISCONNECT
5 ELECTRICAL SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

Parkhill

10/31/2023

Parkhill.com

Citizen Collection Stations
City of Midland

MIDLAND
Feel the Energy!

CLIENT
City of Midland

300 North Loraine
Midland, TX

PROJECT NO.
0110.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
1	10/31/2023	Issue for Proposal

Electrical Schedules

E-601

City Council Meeting

Item Number: 9

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THAT CERTAIN CONTRACT WITH AXON ENTERPRISES, INC., FOR BODY WORN CAMERA SYSTEMS FOR THE POLICE DEPARTMENT; AND AUTHORIZING PAYMENT FOR SAID SECOND AMENDMENT (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the 2nd amendment to the contract with Axon Enterprise, Inc. through Buyboard contract 648-21 for an additional thirty (30) replacement AXON dashboard Cameras for the Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund 2024 operating budget.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

Staff recommends the 2nd amendment to the contract for the purchase of an additional thirty (30) replacement AXON dashboard Cameras for the Police Department with AXON Enterprise, Inc. through Buyboard contract 648-21. 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 Manuel Salinas, Garage Superintendent, and Jennifer Frescaz, Chief Information Officer, for more information.

Therefore, please consider a resolution approving the 2nd amendment to the contract with Axon Enterprise, Inc. of Scottsdale, Arizona through Buyboard contract 648-21 for an additional thirty (30) replacement AXON dashboard Cameras for the Police Department for a total cost of $341,835.00.

Morris Williams Jr.

City Manager's Office

City Council Agenda Item

MEETING DATE: **November 28, 2023**

TO: Erika Martinez, Purchasing Manager

FROM: Jenifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution authorizing the execution of the second amendment to contract 703 with AXON Enterprises, Inc.

Purpose:

Consider a resolution authorizing the execution of the second amendment to contract 703 with AXON Enterprises, Inc. to purchase an additional 30 replacement AXON dashboard cameras.

Discussion:

The Police Department needs these replacement AXON dashboard cameras for the 30 replacement vehicles approved for FY24. These vehicles were not included in the initial purchase approved last year. The new cameras will allow for faster video uploads and will be stored directly in secure cloud storage, negating the need for additional onsite storage.

This amendment includes AXON dashboard cameras, video storage, in-vehicle replacement routers, software updates, and continued maintenance for camera hardware.

The total increase in cost to the agreement over the contract term is $341,835.00 and is budgeted in the Garage Fund 750752-57004.

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: BuyBoard Contract # 648-21 Axon Cameras for Police Department

DATE: 11/3/2023

Fleet Service is requesting for the purchase of (30) thirty Axon Cameras. These cameras will be installed in the new Police Tahoe's. The budgeted amount for FY2024 is $420,000 for the purchase of (30) thirty Axon Cameras. The purchase amount of $341,835.00 is being offered through Buy Board contract #648-21 by Axon Enterprise, Inc. for (30) thirty Axon Cameras.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THAT CERTAIN CONTRACT WITH AXON ENTERPRISES, INC., FOR BODY WORN CAMERA SYSTEMS FOR THE POLICE DEPARTMENT; AND AUTHORIZING PAYMENT FOR SAID SECOND AMENDMENT

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a second amendment to that certain contract with AXON Enterprise, Inc., for body worn camera systems for the Police Department.

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

SECTION ONE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, a second amendment to that certain contract with AXON Enterprise, Inc., for body worn camera systems for the Police Department. Said second amendment being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay AXON Enterprise, Inc., pursuant to the terms of the above-referenced contract, as amended, 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

This SECOND AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT ("**Second Amendment**") dated December 1, 2023 ("**Second Amendment Effective Date**") to the Agreement dated September 29, 2021 ("**Agreement**"), as amended, between AXON ENTERPRISE, INC., a Delaware corporation, *fka* TASER International Inc., ("**Axon**") and City of Midland, ("**Agency**") is entered by such parties to amend the Agreement as set forth in this Second Amendment. Axon and Company may also be referred to in this Second Amendment individually as "Party" or collectively as "Parties." To the extent this Second Amendment contains terms and conditions that differ from those contained in the Agreement, this Second Amendment shall control. The Parties agree that a concept or principle covered in this Second Amendment shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Second Amendment shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Second Amendment and the Agreement, the Parties hereby agree as follows:

1. To add and incorporate Exhibit D – Quote: Q-471711-45232.609DT
2. Except as set forth in this Second Amendment, the terms and provisions of the Agreement shall remain in full force and effect.
3. The signatories to this Second Amendment represent and warrant that they have full rights, power and authority to enter into and bind his or her, as the case may be, respective Party to the obligations set forth in this Second Amendment without further consent or approval of any kind.

IN WITNESS WHEREOF, each Party, by and through its respective representative, has duly executed and delivered this Second Amendment as of the Second Amendment Effective Date.

AXON:	**Agency**:
AXON ENTERPRISE, INC., a Delaware corporation	CITY OF MIDLAND- TX
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Exhibit D – Quote

See Next Page

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Exhibit D

Q-471711-45232.609DT

Issued: 11/02/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 04/01/2024

Account Number: 465613
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Midland Police Dept. - 601 N Loraine St 601 N Loraine St Midland, TX 79701-4759 USA	Midland Police Dept. - TX 601 N Loraine St Midland TX 79701-4759 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Hedrick Phone: (432) 254-8334 Email: mhedrick@midlandtexas.gov Fax:

Quote Summary

Program Length	50 Months
TOTAL COST	$341,835.00
ESTIMATED TOTAL W/ TAX	$341,835.00

Discount Summary

Average Savings Per Year	$18,853.20
TOTAL SAVINGS	$78,555.00

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	$13,405.91	$0.00	$13,405.91
May 2024	$77,341.78	$0.00	$77,341.78
May 2025	$80,435.45	$0.00	$80,435.45
May 2026	$83,652.87	$0.00	$83,652.87
May 2027	$86,998.99	$0.00	$86,998.99
Total	**$341,835.00**	**$0.00**	**$341,835.00**

Quote Unbundled Price:	**$420,390.00**
Quote List Price:	**$341,835.00**
Quote Subtotal:	**$341,835.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80461	FLEET 3 BUNDLE WITH TAP TRUE UP	30	10		$115.75	$115.75	$34,725.00	$0.00	$34,725.00
Fleet3B+TAP	Fleet 3 Basic + TAP	30	50	$257.11	$204.74	$204.74	$307,110.00	$0.00	$307,110.00
Total							**$341,835.00**	**$0.00**	**$341,835.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	30	03/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	30	03/01/2024
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	30	03/01/2024
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	30	03/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	30	03/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	03/01/2024
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	30	05/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	1	05/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	30	04/01/2024	05/31/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	60	04/01/2024	05/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	30

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	30	04/01/2024	05/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	30	03/01/2025	05/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	03/01/2025	05/31/2028

Payment Details

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-Term	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	30	$1,361.83	$0.00	$1,361.83
Co-Term	Fleet3B+TAP	Fleet 3 Basic + TAP	30	$12,044.08	$0.00	$12,044.08
Total				**$13,405.91**	**$0.00**	**$13,405.91**

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	30	$7,856.70	$0.00	$7,856.70
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	30	$69,485.08	$0.00	$69,485.08
Total				**$77,341.78**	**$0.00**	**$77,341.78**

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	30	$8,170.96	$0.00	$8,170.96
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	30	$72,264.49	$0.00	$72,264.49
Total				**$80,435.45**	**$0.00**	**$80,435.45**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	30	$8,497.80	$0.00	$8,497.80
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	30	$75,155.07	$0.00	$75,155.07
Total				**$83,652.87**	**$0.00**	**$83,652.87**

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	30	$8,837.71	$0.00	$8,837.71
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	30	$78,161.28	$0.00	$78,161.28
Total				**$86,998.99**	**$0.00**	**$86,998.99**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the Master Services and Purchasing Agreement between the City of Midland and Axon Enterprise, Inc. dated September 29, 2021, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/2/2023



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-471711-45232.609DT

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SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Hedrick Phone: (432) 254-8334 Email: mhedrick@midlandtexas.gov Fax:

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Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Payment Details

Mar 2024

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Total				**$77,341.78**	**$0.00**	**$77,341.78**

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
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Total				**$80,435.45**	**$0.00**	**$80,435.45**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
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Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	30	$75,155.07	$0.00	$75,155.07
Total				**$83,652.87**	**$0.00**	**$83,652.87**

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
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Total				**$86,998.99**	**$0.00**	**$86,998.99**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the Master Services and Purchasing Agreement between the City of Midland and Axon Enterprise, Inc. dated September 29, 2021, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/2/2023



City Council Meeting

Item Number: 10

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL TERMINATION AND RELEASE AGREEMENT WITH ONYX GENERAL CONTRACTORS, LLC, REGARDING THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR THE PERFORMANCE OF CONSTRUCTION MANAGER-AT-RISK SERVICES FOR THE DOUG RUSSELL POOL BATH HOUSE PROJECT **(DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Resolution authorizing the execution of a termination and release agreement for the Doug Russell Pool House Project with Onyx General Contractors, LLC regarding that certain professional services agreement dated September 27, 2023.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Motion 104-2023 authorized The City Manager and/or City Manager's designee to issue of a request for qualifications for a CMAR for the Doug Russell Pool House Project. Resolution 2023-123 authorized a professional services agreement with Onyx General Contractors, LLC for

CMAR services related to the Doug Russell Pool House Project. Following consultation with the Architect, it has been determined that proceeding with the project now may likely result in the Doug Russell Pool not opening for the 2024 season. To prevent this, staff recommends terminating the CMAR Professional Services agreement and initiating a competitive bid process for plans and specifications. This approach allows the project to start immediately after the 2024 pool season. Please see the attached memo from Laurie Williams, Interim Community Services Director, for more information.

Therefore, please consider a resolution authorizing the execution of a termination and release agreement for the Doug Russell Pool House Project with Onyx General Contractors, LLC regarding that certain professional services agreement dated September 27, 2023.

Morris Williams Jr.

City Manager's Office

Recreation Division
Interoffice Memorandum

Date: November 29, 2023
To: Regina Stephenson, General Services Director
From: Laurie Williams, Interim Community Services Director
Subject: Terminate Professional Services Agreement– Construction Manager at Risk for Doug Russell Pool Bath House Project

The City of Midland selected Onyx Contractors to provide pre-construction services as the Construction Manager at Risk (CMAR) for the Doug Russell Bath House Project. After the first phase of the project did not meet required procedures, staff met with the Project Architect and evaluated the project timeline. The project was on a very tight schedule, with an anticipated completion date of May 2024. The pool season begins on Memorial Day weekend and runs through the first weekend in August.

After working with the Architect, it has been determined that to move forward with the project at this date would most likely result in the Doug Russell Pool not being open for the 2024 season. Rather than risk this situation, staff recommends terminating the Professional Services agreement for CMAR and moving forward to put plans and specifications out to bid in a competitive, advertised bid process. This will allow the project to begin immediately at the close of the 2024 pool season. Moving the project back several months will assure that Midland citizens will have their option of two public pools open for the Summer 2024 season.

Staff recommends the execution of a termination and release agreement with Onyx General Contractors, LLC regarding the Professional Services Agreement dated September 27, 2023.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL TERMINATION AND RELEASE AGREEMENT WITH ONYX GENERAL CONTRACTORS, LLC, REGARDING THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR THE PERFORMANCE OF CONSTRUCTION MANAGER-AT-RISK SERVICES FOR THE DOUG RUSSELL POOL BATH HOUSE PROJECT

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a mutual termination and release agreement with Onyx General Contractors, LLC, regarding that certain Professional Services Agreement for the performance of construction manager-at-risk services for the Doug Russell Pool Bath House Project;

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

THAT the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a mutual termination and release agreement with Onyx General Contractors, LLC, regarding that certain Professional Services Agreement for the performance of construction manager-at-risk services for the Doug Russell Pool Bath House Project, which is attached hereto, marked as Exhibit A, and incorporated herein for all purposes, is hereby approved.

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

MUTUAL TERMINATION & RELEASE AGREEMENT

THIS MUTUAL TERMINATION & RELEASE AGREEMENT ("**Termination Agreement**") is executed effective as of December 13, 2023 ("**Effective Date**"), by and between the **CITY OF MIDLAND, TEXAS**, a home-rule municipal corporation ("**CITY**"), and **ONYX GENERAL CONTRACTORS, LLC** ("**COMPANY**"). City and COMPANY are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties entered into that certain Professional Services Agreement with an effective date of September 27, 2023 (the "**Agreement**"), with respect to the performance of construction manager-at-risk services for the Doug Russell Pool Bath House Project; and

WHEREAS, the Parties now desire to terminate the Agreement;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Termination.** The Agreement, which is incorporated herein by reference for all purposes, is hereby terminated in its entirety, is of no further force or effect, and the Parties shall have no further obligation or liability under the Agreement.

2. **COMPANY RELEASE. COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES, AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, AGENTS, EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, IN LAW OR IN EQUITY, WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE, ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT.**

3. **CITY RELEASE. CITY HEREBY RELEASES, ACQUITS, RELINQUISHES, AND FOREVER DISCHARGES COMPANY, AND COMPANY'S AGENTS, EMPLOYEES, MEMBERS, MANAGERS AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, IN LAW OR IN EQUITY, WHICH CITY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, OR COMPANY'S NEGLIGENCE, ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT.**

4. **Entire Agreement.** This Termination 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 Termination Agreement; and except as

otherwise provided herein, this Termination Agreement cannot be modified or amended without a written agreement of the Parties.

5. **Venue.** The obligations and undertakings of the Parties to this Termination Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All performance under this Termination Agreement shall be deemed to have taken place in Midland County, Texas.

6. **Legal Construction.** If one or more of the provisions contained in this Termination 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 Termination Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. **Governing Law.** This Termination Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. The duties and obligations of the Parties shall be construed, interpreted and enforced under the laws of the State of Texas, including but not limited to any and all claims or disputes arising from or relating in any way to the subject matter of this Termination Agreement, without regard to other laws or rules that may direct application of the laws of another jurisdiction.

8. **Third-Party Beneficiary.** This Termination Agreement does not create a third-party beneficiary. For the avoidance of doubt, there is no third-party beneficiary to this Termination Agreement.

9. **Counterparts; Facsimile; Email Signatures.** This Termination Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one Termination Agreement. To facilitate execution of this Termination Agreement, the Parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

10. **Waiver of Attorney Fees. THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EACH PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS TERMINATION AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS TERMINATION AGREEMENT. THE PARTIES AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS TERMINATION AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS TERMINATION 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the Effective Date.

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY

_____
John Ohnemiller, City Attorney

ONYX GENERAL CONTRACTORS, LLC

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me by _____, on this ____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

MUTUAL TERMINATION & RELEASE AGREEMENT

THIS MUTUAL TERMINATION & RELEASE AGREEMENT ("**Termination Agreement**") is executed effective as of December 13, 2023 ("**Effective Date**"), by and between the **CITY OF MIDLAND, TEXAS**, a home-rule municipal corporation ("**CITY**"), and **ONYX GENERAL CONTRACTORS, LLC** ("**COMPANY**"). City and COMPANY are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

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WHEREAS, the Parties now desire to terminate the Agreement;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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4. **Entire Agreement.** This Termination 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 Termination Agreement; and except as

otherwise provided herein, this Termination Agreement cannot be modified or amended without a written agreement of the Parties.

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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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the Effective Date.

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY

_____
John Ohnemiller, City Attorney

ONYX GENERAL CONTRACTORS, LLC

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me by _____, on this ____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

City Council Meeting

Item Number: 11

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THE REYES MASHBURN NELMS PARK BASEBALL FIELD COMPLEX, AND THE PURCHASE AND INSTALLATION OF NEW FIELD TURF FOR FIELDS 1-4, 5, AND 8 AT REYES MASHBURN NELMS PARK FOR A TOTAL COST OF $12,547,425.00; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract with FieldTurf USA, Inc. through Equalis contract 2020.05.2 for the construction of certain improvements to the baseball field complex located at Reyes Mashburn Nelms Park, and (ii) the installation of new field turf for Fields 1-4, 5, and 8 at Reyes Mashburn Nelms Park for a total cost of $12,547,425.00 plus the contingency amount of $627,371.00 for a project cost of $13,174,796.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Unappropriated Fund Balance of the Parks Oil and Gas Fund and will appropriated be transferred to a project for said purpose.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

The Community Services Department recommends the Baseball field complex construction and installation of artificial turf for Fields 1-4, 5 & 8 at Reyes Mashburn Nelms Fields through Equalis Group Contract #2020.05.2. We are members of the Equalis Group 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 Laurie Williams, Interim Community Service Director, for additional information.

Therefore, please consider a resolution awarding a contract to FieldTurf USA, Inc. of Montreal, Canada for the Baseball field complex construction and installation of new field turf for Reyes Mashburn Park for a total cost of $12,547,425.00 plus the contingency amount of $627,371.00 for a project cost of $13,174,796.00.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THE REYES MASHBURN NELMS PARK BASEBALL FIELD COMPLEX, AND THE PURCHASE AND INSTALLATION OF NEW FIELD TURF FOR FIELDS 1-4, 5, AND 8 AT REYES MASHBURN NELMS PARK FOR A TOTAL COST OF $12,547,425.00; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the Equalis Group Purchasing Program is a cooperative purchasing program in which the City participates in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Fieldturf USA, Inc., has submitted a total proposed cost to the City of $12,547,425.00 for the construction of certain improvements to the Reyes Mashburn Nelms Park baseball field complex, and the purchase and installation of new field turf for Fields 1-4, 5, and 8 at Reyes Mashburn Nelms Park through the Equalis Group Purchasing Program; and

WHEREAS, the Council finds the price proposed by Fieldturf USA, Inc., through the Equalis Group Purchasing Program for said construction and the purchase and installation of said new field turf to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Fieldturf USA, Inc., for the construction of certain improvements to the Reyes Mashburn Nelms Park baseball field complex, and the purchase and installation of new field turf for Fields 1-4, 5, and 8 at Reyes Mashburn Nelms Park through the Equalis Group Purchasing Program;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Fieldturf USA, Inc., for the construction of certain improvements to the Reyes

Mashburn Nelms Park baseball field complex, and the purchase and installation of new field turf for Fields 1-4, 5, and 8 at Reyes Mashburn Nelms Park, through the Equalis Group Purchasing Program, for a total cost of $12,547,425.00. Said contract shall be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $14,388,117.00 is hereby appropriated from the Unappropriated Fund Balance of the Parks Oil and Gas Fund to a project established by the City of Midland Finance Department for the purpose set forth herein.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Fieldturf USA, Inc., in accordance with the provisions of the above-referenced contract from funds available in project established by the City of Midland Finance Department 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

Parks Division
Interoffice Memorandum

Date: November 29, 2023

To: Jose Ortiz, Assistant City Manager

From: Laurie Williams, Interim Community Services Director

Subject: Baseball Field Complex Construction and Installation of Artificial Turf at Reyes Mashburn Nelms Park

The Community Services Department recommends contracting with the Equalis Group to construct six artificial turf baseball fields to be at Reyes Mashburn Nelms Park. This development is the second phase in the master planned development of the park. The four field wagon wheel configuration are fields for Little League play. Reyes Mashburn Nelms is home to Eastern Little League in the Midland Junior Baseball Association. MJBA provides recreational baseball for Midland youth. In addition to regular league play. The facility is also utilized regularly for USSSA baseball tournament play. These tournaments regularly bring in teams from across West Texas to play in Midland. The two larger fields will accommodate high school age play in the regularly held tournaments.

The DoublePlay System by FieldTurf is laser graded, compacted with a 5" layer of drainage stone for the "natural grass" look, all weather playability, low maintenance, and safe play. The fields will include inlaid markings and sleeves for bases, pitching rubbers and home plates.

The complex will be renovated to include

* 6 Turf Baseball fields with fencing and LED Field lighting
* Pre-fabricated Restroom/Concession building
* On-site walkways and trails
* 207 Parking Spaces
* On-site storm water retention/detention and storm water conveyance
* On-site wet utilities, includes service to the concession/restroom building
* Landscape and irrigation improvements
* Ballfield lighting design
* Ballfield scoreboards
* Park entry marquee and kiosk signage
* Site Electric Primary/Secondary distribution and lighting

FieldTurf's quote is $12,547,425.00 with the Equalis Group. The quote includes all engineering, materials, freight, installation, and warranty. It also includes the cost of required bonds and the removal and replacement of fencing. Staff requests an additional 5% contingency amount to cover any unforeseen conditions that may arise. Total funds requested for installation of turf at the six fields is $13,174,796.00.

Funding in the amount of $13,174,796.00 is available in the Parks Special Projects Fund, and will be appropriated to a project for said purpose.

THE CITY OF MIDLAND

CONTRACT

Contract No. 24001824

THIS CONTRACT, effective the 13th day of December 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Fieldturf USA, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 12,547,425.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for: (i) the construction of certain improvements to the baseball field complex located at Reyes Mashburn Nelms Park, and (ii) the installation of new field turf for Fields 1-4, 5, and 8 at Reyes Mashburn Nelms Park. Said work being further described in the following documents, attached hereto and incorporated herein by reference for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER,**

INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than upon approved design and permitting 330 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's representative on account of failure to conform to the contract, whether actually incorporated

in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are

hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

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

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

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

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the

awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages 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 COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY.**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN.

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

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

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND

COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

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

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

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

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

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

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

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

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

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

23. **WAIVER: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER THIS CONTRACT.**

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland

County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

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

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall bar recovery, except and

except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a

firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Fieldturf USA, 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 _____, 2023.

_____

Notary Public, State of

Exhibit 'A

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

City of Midland Reyes Mashburn Baseball Fields

December 5, 2023

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Equalis Cooperative Purchasing contract. Equalis provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Equalis Contract #2020.05.2.

equalis GROUP

Click the following hyperlink for Equalis Due Diligence Documentation: Equalis #2020.05.2

Reyes Mashburn Baseball Fields 1–4, 5 & 8	**LUMP SUM**
FieldTurf DoublePlay Natural on (6) fields approx. 541,736 SF **Field 1:** approx. 76,920 sf **Field 2:** approx. 76,920 sf **Field 3:** approx. 76,920 sf **Field 4:** approx. 76,920 sf **Field 5:** approx. 117,028 sf **Field 8:** approx. 117,028 sf **Price includes:** **a)** Design Services and Construction Documents limited to the limits of FieldTurf surfacing only, including, and limited too: a. Layout Plan b. Field Marking Plan c. Detail Plans as required to complete the installation of the field **b)** Mobilization **c)** Survey and layout of our Work **Fields 1-4** **d)** Accept non-yielding, stabilized and compacted subgrade at +/- .1' from required elevation **e)** Laser-grade and compact subgrade to our required tolerances **f)** Construct 12" x 12" concrete curb from dugout to dugout, reinforced with 2 continuous #4 rebar	$12,360,235.00

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g) Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb **h)** Supply and install network of HDPE corrugated pipe a. 6" Pipe at bullpens, dual 12" lateral arching lines and 12" HDPE Collector Pipe b. 5 Junction Boxes per field c. 18" HDPE Outfall Pipe; outfall to be within 360' outside of turf limits **i)** Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements **j)** Construct concrete pitchers mounds at field and bullpens **k)** Supply and install set of sleeves, bases, pitching rubber, and home plate **l)** Supply and install set of foul posts **m)** Construct 30' x 10' CMU dugouts with standard colored metal roof, lean rails, benches, and pads **n)** Construct 190 LF of back stop wall with footing **o)** Provide and install 50' x 187' suspension backstop netting system **p)** Provide and install 1,020 lf of 8' black polyvinyl coated galvanized chain link fencing with associated matching swing gates and batters eye **q)** Installation of the artificial in filled grass surface upon a suitable base. **r)** An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of (8) years and there is no third party insurance. **s)** Inlaid Baseball Markings on each field **Fields 5 & 8** **t)** Accept non-yielding, stabilized and compacted subgrade at +/- .1' from required elevation **u)** Laser-grade and compact subgrade to our required tolerances **v)** Construct 12" x 12" concrete curb from dugout to dugout, reinforced with 2 continuous #4 rebar **w)** Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb **x)** Supply and install network of HDPE corrugated pipe a. 6" Pipe at bullpens, dual 12" lateral arching lines and 12" HDPE Collector Pipe b. 5 Junction Boxes per field c. 18" HDPE Outfall Pipe; outfall to be within 360' outside of turf limits **y)** Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements **z)** Construct concrete pitchers' mounds at field and bullpens **aa)** Supply and install set of sleeves, bases, pitching rubber, and home plate **bb)** Supply and install set of foul posts **cc)** Construct 30' x 10' CMU dugouts with standard colored metal roof, lean rails, benches, and pads **dd)** Construct 190 LF of back stop wall with footing **ee)** Provide and install 50' x 187' suspension backstop netting system **ff)** Provide and install 1,285 lf of 6' black polyvinyl coated galvanized chain link fencing with associated matching swing gates and batters eye **gg)** Installation of the artificial in filled grass surface upon a suitable base.	

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hh) An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of (8) years and there is no third party insurance. **ii)** Inlaid Baseball Markings on each field **jj)** **Maintenance Equipment:** (3) FieldSweeps to be used on all fields **kk)** (2) Sets of 8 Velcro Replacements to be used on all fields **Site Development** **a)** Remove 6755LF of existing fencing, gates, and backstops; dispose offsite **b)** Remove 66 existing trees; dispose offsite **c)** Remove 70 LF of existing site drainage; dispose offsite **d)** Remove 21,872 SF of existing concrete flatwork and associated curb; dispose offsite **e)** Remove 5,200 SY of existing HMAC paving; dispose offsite **f)** Remove 17 existing field lighting poles and fixtures; material to be salvaged by the city **g)** Remove existing restroom structure; dispose offsite **h)** Strip existing organics from site; dispose offsite **i)** Rough grade of the extents of the site (+/- 1,084,000 SF) including retention ponds **j)** Construct 2,190 LF of concrete curb/gutter at outside of new parking lot **k)** Construct 82,000 SF of 5" thick concrete flatwork; walking trail, sidewalks, and concourse areas **l)** Construct 3,390 SF of 10" thick concrete drive **m)** Construct 65,885 SF of 2" of HMAC on 6" of base rock; provide 30 wheel stops, 6 handicap signs, and striping **n)** Supply and install 1200 LF of 6" sewer and 789 LF of 1.5" water **o)** Supply sewer and water tap at new restroom location (restroom to be provided by the city) **p)** Supply and install 4 new transformers (400 amp service) and electrical infrastructure including connection and commissioning of all Musco field lighting (Musco field lighting by owner) **q)** Supply and install 33 trail lights **r)** Hydroseed remaining portion of undeveloped site; NO temporary irrigation or grow-in **s)** Supply and construct park entrance monument sign; $20,000.00 owner contingency included **t)** Provide and install site irrigation per drawings IR1-IR5; install provided by M3 Irrigation. M3 will also provide booster pump and double check valve	
Performance & Payment Bonds	$187,190.00
Total	**$12,547,425.00**

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VALUE ENGINEERING

DEDUCT Alternate No. 1: Stone Cross Section – Fields 1-4	LUMP SUM
Reduce stone cross-section from 6” to 5” at fields 1-4	DEDUCT
Total	**$40,450.00 each field**

DEDUCT Alternate No. 2: Stone Cross Section – Fields 5 & 8	LUMP SUM
Reduce stone cross-section from 6” to 5” at fields 5 & 8	DEDUCT
Total	**$53,420.00 each field**

DEDUCT Alternate No. 3: Concrete at Restroom	LUMP SUM
Remove concrete at restroom footprint +/- 840 sf	DEDUCT
Total	**$7,725.00**

DEDUCT Alternate No. 4: Parking Lot Lighting	LUMP SUM
Remove lighting at parking lot; includes all labor associated with install	DEDUCT
Total	**$47,875.00**

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Natural system, with the following product characteristics:

NATURAL CLAY (XT-50-3/8)

- **Pile Height:** 2 Inches
- **Infill Weight:** 5.4 lb. sand & 1.5 lb. ambient rubber per sq. ft.
- **Pile Weight:** 42 oz/yd^2
- **Total System Weight:** 1059 oz/yd^2

NATURAL GRASS (FTVT-50)

- **Pile Height:** 2 Inches
- **Infill Weight:** 3.65 lb. sand & 2.6 lb. ambient rubber per sq. ft.
- **Pile Weight:** 39 oz/yd^2
- **Total System Weight:** 962 oz/yd^2

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COOP PRICING PROPOSAL

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

- **a)** Any costs associated with necessary charges relating to the delineation of the field
- **b)** Any GMAX testing
- **c)** Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.
- **d)** Rock Excavation
- **e)** Allowances/contingencies
- **f)** Supply or installation of perimeter safety fencing
- **g)** Supply or installation of any athletic equipment not listed above
- **h)** Supply or installation of time clocks, scoreboards, or communication systems
- **i)** Supply, installation, or replacement of padding, fencing and gates of any type if not listed above.
- **j)** Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
- **k)** Locating, adjusting, or capping existing irrigation main lines or heads
- **l)** This proposal is based on our designed dynamic base drainage system and internal storm water calculations. We anticipate the local municipalities accepting this system during the permitting phase. If not accepted, additional costs may be required to construct an alternate drainage system
- **m)** Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; if unsuitable soils are encountered, a price to remedy these areas can be negotiated
- **n)** Logos and field graphics
- **o)** All union labor, prevailing wages, or other labor law levies.
- **p)** Taxes or Testing Fees

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding

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COOP PRICING PROPOSAL

Please feel free to reach out to any member of our project team with questions about our offer:

Jack Price
Project Manager
(443) 377-2603
Jack.Price@FieldTurf.com

David Ross
Regional Sales Manager
(816) 886-8097
David.Ross@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per: _____
Marie-Christine Raymond,
Vice President of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

_____
Owner (Signature)

_____
Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

1.800.724.2969 | info@fieldturf.com | fieldturf.com

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

j) All colors are to be chosen from FieldTurf's standard colors.

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

City Council Meeting

Item Number: 12

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH RINGCENTRAL, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE OF THE RINGCENTRAL CONTACT CENTER PLATFORM FOR A TOTAL COST OF $693,545.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving an agreement with RingCentral, Inc. through TIPS-210303 for purchase RingCentral Contact Center Platform to replace the existing outdated on-premises phone system from for the Information Technology Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the ITSD Tech Fund budget.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

Staff recommends amending for purchase RingCentral Contact Center Platform to replace the existing outdated on-premises phone system from RingCentral, Inc. through TIPS-210303. 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 more information.

Therefore, please consider a resolution for purchase an agreement with RingCentral, Inc. through TIPS-210303 for purchase RingCentral Contact Center Platform to replace the existing outdated on-premises phone system for $693,545.00.

Morris William Jr.

City Manager's Office

City Council Agenda Item

DATE: **November 28, 2023**

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution authorizing an agreement with RingCentral, Inc. through TIPS-210303 for purchase RingCentral Contact Center Platform with RingCentral, Inc.

Purpose:
Consider a resolution authorizing an agreement with RingCentral, Inc. to purchase RingCentral Contact Center Platform.

Discussion:
The RingCentral Contact Center will significantly enhance the way the City of Midland provides services to its citizens. This solution will deliver seamless customer experiences across inbound and outbound voice, digital channels, including email, SMS, live chat, and messaging applications. Some of the other features include call back, call routing, call recordings, call transcripts, call surveys, and real-time and historical reports.

This platform will be implemented for all departments that handle citizens' calls such as the Customer Service, Health Department, Animal Services, Golf Course, Solid Waste, City Hall, etc.

This purchase is for phase one of two. The second phase will include Intelligent Virtual Agents for voice and digital channels that enable citizens to get questions answered quickly, at their convenience.

The total increase in cost to the agreement over the contract term is $693,545.00 and is budgeted in the ITSD Tech Fund.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH RINGCENTRAL, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE OF THE RINGCENTRAL CONTACT CENTER PLATFORM FOR A TOTAL COST OF $693,545.00

WHEREAS, The Interlocal Purchasing System ("*TIPS*") is a cooperative purchasing agency with which the City of Midland (the "*City*") participates with on purchases through a cooperative purchasing program in accordance with Tex. Loc. Gov't Code § 271.102; and

WHEREAS, RingCentral, Inc., has submitted a total proposed cost to the City of $693,545.00 for the purchase of the RingCentral Contact Center Platform through TIPS; and

WHEREAS, the City Council finds the price proposed by RingCentral, Inc., through TIPS, for the purchase of the RingCentral Contact Center Platform to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with RingCentral, Inc., for the purchase of the RingCentral Contact Center Platform through TIPS;

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

SECTION ONE. That the City Manager or City Manager's designee and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase of the RingCentral Contact Center Platform , through TIPS, for a total cost of $693,545.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That funding shall be available in the ITSD Tech Fund budget.

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

CITY OF MIDLAND
SERVICE CONTRACT

THIS CONTRACT, effective this 13th day of December 2023, by and between the City of Midland, hereinafter referred to as the "CITY" and RingCentral, Inc., hereinafter referred to as the "COMPANY".

Projected Annual Cost: $693,545.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL THIRD PARTY 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, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF COMPANY'S SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, (AND ITS SURETIES AND INSURANCE CARRIERS, TO THE EXTENT PROVIDED FOR IN COMPANY'S AGREEMENTS WITH ITS SURETIES AND INSURANCE CARRIERS) SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of five (5) years commencing on June 14, 2023, and terminating on June 14, 2028 unless sooner terminated as provided in this agreement. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency

services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002

The above addresses may be changed at any time by providing written notice to the other party.

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

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

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

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

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

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

THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

22. **ASSIGNMENTS:** Neither party may assign this Contract or any portion thereof without the other party's prior written consent, however either party may assign this Contract and all of that party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Contract; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a party's voting control or assets. This Contract will bind and inure to the benefit of the parties, and their permitted assigns and successors.

23. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

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

25. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the Contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If

COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

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

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

29. **INSURANCE**

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

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

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

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **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.

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

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and

- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

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

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

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

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Morris Williams Jr., Interim City Manager

ATTEST:

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

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of RingCentral, 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 _____, 2023.

_____
Notary Public, State of _____

Exhibit A

CHANGE ORDER FORM

This Change Order Form (**"Change Order"**), amends the previous Order Forms placed under the agreement between RingCentral, Inc. (**"RingCentral"**) and **City of Midland** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Change Order is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Change Order, or (ii) the RingCentral Online Terms of Service available at https://www.ringcentral.com/legal/eulatos.html, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the **"Agreement"**). The Parties agree to amend the quantities, Services, products, pricing and terms specifically set forth below. All other terms and conditions not expressly contained herein shall remain unchanged and in full effect. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to "RingCentral Office", whether in terms of service, advertising or product descriptions, mean "RingCentral MVP".

Customer
City of Midland

601 N. Loraine St.
Midland, TX 79701
United States

Gorgees Eskander

geskander@midlandtexas.gov
Customer UID: 62977995023

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Any new Services ordered under this Change Order will begin on the Start Date set forth below and will run coterminously with the Initial Term and Renewal Term previously agreed between the Parties, unless modified. Billing for incremental services will commence on the Start Date and will be invoiced on the same billing cycles as any preexisting Services. Other fee adjustments may not be effective until your next monthly service cycle.

Service Commitment Period

Start Date for Items Added in this Change Order: Effective as of the last date of signature below.

Initial Term: 60 Months Starting on May 31, 2023

Renewal Term: 12 Months

Payment Schedule: Previous: Annual, New: Annual

RingCentral MVP Services

Recurring Services						
Summary of Service	**Existing Qty**	**Additional Qty (+/-)**	**Total Qty**	**Rate**	**Change in Service**	**Subtotal**
DigitalLine Unlimited Standard	**750**	**0**	**750**	**$143.88**	**$0.00**	**$107,910.00**
DigitalLine Unlimited Standard				$89.88		
Compliance and Administrative Cost Recovery Fee				$42.00		
e911 Service Fee				$12.00		
DigitalLine Basic	**10**	**0**	**10**	**$116.12**	**$0.00**	**$1,161.20**
DigitalLine Basic				$62.12		
Compliance and Administrative Cost Recovery Fee				$42.00		
e911 Service Fee				$12.00		
Advanced Support - Silver Tier - MVP	**1**	**0**	**1**	**$16,800.00**	**$0.00**	**$16,800.00**
Additional Local Number	**1**	**0**	**1**	**$59.88**	**$0.00**	**$59.88**
					Annual Recurring Services*	**$125,931.08**

RingCX Services

Recurring Services						
Summary of Service	**Existing Qty**	**Additional Qty (+/-)**	**Total Qty**	**Rate**	**Change in Service**	**Subtotal**
RingCX, named agent seat	**0**	**155**	**155**	**$780.00**	**$120,900.00**	**$120,900.00**
Call recording storage - 30 days, per seat	**0**	**155**	**155**	**$0.00**	**$0.00**	**$0.00**
Advanced Support - Bronze	**0**	**1**	**1**	**$9,720.00**	**$9,720.00**	**$9,720.00**
RingSense for RingCX	**0**	**155**	**155**	**$240.00**	**$37,200.00**	**$37,200.00**
					Annual Recurring Services*	**$167,820.00**

Total Initial Amount	**$13,985.00**

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Overage Rates*	
RingCX Services	**Rate**
RingCX, named agent seat on demand	**$95.00**
Inbound calls to domestic DIDs, per 10 min	**$0.00**
Inbound calls to North America toll-free numbers, per 10 min	**$0.19**
Outbound calls manually dialed to North America numbers, per 10 min	**$0.00**
Outbound calls via automated dialer to North America numbers, per 10 min	**$0.19**
IVR calls processing, overage per 10 minutes	**$0.20**
Call recording storage - 30 days, overage per seat	**$0.00**
Disconnect Scrub, per 10 scrubs	**$0.08**
Automated speech recognition, per 10 minutes	**$0.30**
RingCX Analytics - Historical Data Retention 2Y	**$30.00**
RingCX Analytics - Historical Data Retention 3Y	**$45.00**
RingCX Analytics - Historical Data Retention 4Y	**$60.00**
RingCX Analytics - Historical Data Retention 5Y	**$75.00**
RingCX Analytics - Historical Data Retention 6Y	**$90.00**
RingCX Analytics - Historical Data Retention 7Y	**$105.00**
RingCX Analytics - Historical Data Retention 8Y	**$120.00**
RingSense for RingCX on demand	**$35.00**

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Free Services Amount

Customer will receive the amount(s) indicated below (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

RingCX Free Services Amount: 69,925.00 US Dollars

Add-on Services. RingCentral offers add-on services (where available), which are described at https://www.ringcentral.com/legal/add-on-services.html.

Special Terms & Notes

RingCX

RingCX Analytics. RingCX Analytics includes real-time and historical reporting as custom and pre-built visual dashboards with pre-defined reports. RingCentral will retain historical reporting data according to your selected historical data retention period after which data will be purged on a rolling basis. Retention periods apply to all users of the RingCX product and will be billed on a per seat per month basis.

RingCentral will retain one year's worth of historical reporting data after which any data older than one year, will be purged. Access to longer periods of analytics data may be purchased according to the table above. The applicable retention period selected for the Services above is 1 year.
Customer must contact RingCentral support to modify historical reporting data retention periods, if available.

IN WITNESS WHEREOF, the Parties have executed this Change Order Form above through their duly authorized representatives.

Customer	RingCentral
City of Midland	**RingCentral, Inc.**
By: _____	By: _____
Name: _____	Name: Stacy Schwartz
Title: _____	Title: VP U.S. Public Sector & Education
Date: _____	Date: _____

Non-Standard Terms
1)Applicable Agreement. This Order Form is subject to the terms and conditions specified in the RingCentral MasterServices Agreement (MSA) incorporated into the contract resulting from TIPS RFP 210303 Telephone andCommunications Data Systems and Solutions with RingCentral Inc. awarded on May 19, 2021 as set out at:https://www.tips-usa.com/assets/Vendorspdf/UPDATED_210303_CONTRACT_Telephone_Communications_RingCentral_Inc%201.pdfand administered by THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education ServiceCenter Region 8.

2)A separately executed MSA is NOT required between the TIPS Member and RingCentral. The followingAttachments to the MSA are incorporated into and form a part of the MSA applicable to this Order Form:Exhibit A – DefinitionsAttachment A – RingCentral MVP (fka Office) ServicesAttachment C – Professional Services Agreement

3)TIPS Contract Number 210303 must appear on:a.RingCentral quotations to the TIPS Member;b.The TIPS Member's Purchase Order; andc.The RingCentral invoice to the TIPS Member.

4)Venue and Choice of Law is Texas.

5)Renewal: Contract 210303 expires on 05-31-2024. Subscription renewal(s) must occur ON OR BEFORE 05-31-2024 otherwise the renewal will not be valid. TIPS Member acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the TIPS Member's loss of RingCentral furnished Services resulting from a disruption of Service because of a non-renewal of the Subscription, including but not limited to losing assigned phone numbers, inability to make or receive calls or facsimiles, and lack of access to emergency calling services.

AMENDMENT TO THE RINGCENTRAL AGREEMENT

This Amendment (this "**Amendment**") amends the Agreement (as defined above in the Order Form), by and between Customer and RingCentral. The Parties agree to amend the Agreement as follows. Capitalised terms not defined herein shall have the same meanings as set forth in the Agreement.

1. As of the Amendment Effective Date, the following RingCentral Services Attachment, attached hereto, is hereby incorporated into and made a part of the Agreement:

   Attachment A – RingCX Services

2. Subject to the modifications set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each caused this Amendment to be signed and delivered by its duly authorised representative as of the date Customer signs below (the "**Amendment Effective Date**").

Customer	RingCentral
City of Midland	**RingCentral, Inc.**
By: _____	By: _____
Name: _____	Name: Stacy Schwartz
Title: _____	Title: VP U.S. Public Sector & Education
Date: _____	Date: _____

ATTACHMENT A
SERVICE ATTACHMENT - RINGCX SERVICES

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCX Services as described under the applicable Order Form.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1. Service Overview

"RingCX Services" is a cloud-based, contact center and omnichannel communications solution consisting of inbound and outbound voice media routing, queuing, and distribution as well as digital channel management, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2. Billing and Payment

A. Billing

Starting at the Start Date set forth in the Order Form and until the end of the Term, You agree to pay for: a) the RingCX Services fees for at least the number of Seats set forth in the RingCX Services Order (as amended as permitted below) (an **"RingCX Contract Seat"**) based on the per Seat pricing set forth in the RingCX Services Order (the **"RingCX Contract Seat Price"**), as amended from time to time, regardless of the number of Seats being used; b) any Usage (per minute) fees; c) any Subscription Packages set forth in the RingCX Services Order (e.g. Interactive RingCX Response, minutes, international minutes); and d) any additional fees set forth in the RingCX Services Order.

B. Adding New RingCX Contract Seats

You may add RingCX Contract Seats at any time either through a new RingCX Services Order or a written amendment executed by You and RingCentral. The RingCX Services fees related to these additional RingCX Contract Seats will be billed at the per Seat price set forth in the RingCX Order form. For the avoidance of doubt, You will be required to pay for RingCX Services fees related to these additional RingCX Contract Seats until the end of the Term.

C. Adding On-Demand RingCX Seats

At any time, You may utilize additional Seats with your RingCX Services on an as-needed basis (each, an **"On-Demand RingCX Seat"**). You will be billed for any RingCX Services at the rate of the RingCX Contract Seat Price plus an overage charge of 20 USD per month per Seat (the **"On-Demand RingCX Price"**) until You remove this On-Demand RingCX Seat from Your RingCX Services subscription (which You may do at any time in your discretion). RingCX Services fees for any On-Demand RingCX Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand RingCX Seats used within such billing period. Fees for other RingCX Service licenses may be billed at the price set forth in the RingCX Order Form.

3. RingCX Services, Settings, and Modifications

A RingCentral MVP account is required to use the RingCX Services. The settings and preferences for your RingCX Services, including without limitation user rights, user skills, and permissions; routing, scripts; registration Information; and activation of On-Demand RingCX Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console (**"Account Administrators"**). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect RingCX Services. The Customer will be solely responsible for the acts or omissions and the impact on billable amounts of the Account Administrators.

4. Use of RingCX Services

You and agree that all use of the RingCX Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies. You acknowledge and agree that You are fully responsible and liable for all use of the RingCX Services, any software or hardware used in conjunction with the RingCX Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the RingCX Services shall be subject to the following terms:

A. NO 911 SERVICE. YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE RINGCX SERVICES, AND NO 911 CALLING OR SMS OR OTHER EMERGENCY MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE RINGCX SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.

B. Customer 911 Notification Obligations. You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the RingCX Services or be present at the physical location where any the RingCX Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the RingCX Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

C. Cardholder Data. You acknowledge and agree that when using RingCX Services, You will not record or store Cardholder Data (**"CHD"**) as that term is defined by the PCI Data Security Standard. If You are required to receive CHD using the RingCX Services, You will pause any recordings or otherwise ensure that no CHD is being recorded or saved.

5. Compliance and Regulations

You disclaim and deny any reliance on any marketing materials relating to the RingCX Services with regard to Telephone Consumer Protection Act (**"TCPA"**) compliance and/or the Telemarketing Sales Rule. Any statements regarding the TCPA or other legal compliance are opinion only, and You are ultimately responsible for making your own determinations regarding the requirements of the TCPA and its applicability to the RingCX Services.

RingCentral shall not redesign or otherwise modify its Manual Dial product, including any relevant hardware or software, in a manner that would give it the capacity to dial randomly or sequentially generated numbers, function as a predictive dialer or dial numbers in any manner that does not require human intervention for each call.

6. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

A. **"RingCX Materials"** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the RingCX Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the RingCX Services. The RingCX Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts, and training materials related to the RingCX Services.

B. **"RingCX Services Order"** is an Order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the subscription to the RingCX Services, including any Subscription Package, and any additional products, services and functionality purchased by theCustomer

C. **"Interactive Voice Response"** or **"IVR"** means a module that allows customers to script automated voice interactions, accessing third-party services and databases when needed to service the customer. IVR-only packages do not include any services or restrictions related to Seats.

D. **"Seat"** means either: i) a named license based on the named persons that use the RingCX Services, or ii) a concurrent license based on the number of persons simultaneously using the RingCX Services. Each Seat includes 2,000 minutes of IVR per month and unlimited inbound and manually dialed outbound domestic minutes. All use is subject to the Acceptable Use Policy. Overages apply.

E. **"Subscription Package"** is a set of RingCX Services features and applications, as further defined in the RingCX Materials, that could be ordered as a bundle.

F. **"Usage"** means any charges incurred in connection with the use of your RingCX Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, and any products listed on the RingCX Service Order.

RingCentral

RingCentral Professional Services
Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("**RingCentral**"), and City of Midland (the "**Customer**") on this _____, ____ (the "**SOW**"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "MSA"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer:	City of Midland
Quote / SOW Number:	**C2023-03142024**
Labor Cost:	**$8,280.00 USD**

SOW Expiration: This SOW, and all applicable pricing related to it, shall expire if the SOW is not fully executed by both Parties by 12/20/2023. Stated rates are only applicable for this offer and subject to change upon expiration.

Multiphase Project – Per Milestone

Milestones will be jointly agreed during the project plan creation.

	Scope of the Phase	Value	Completion Criteria
Phase 1	RingCX Voice • 155 Agents • 15 Queues	$6,720.00 (Plus all applicable taxes and expenses)	Completion of Professional Services described in section 1 of this SOW
Phase 2	RingCX Digtal • RingCX Chat • RingCX Email	$560.00 (Plus all applicable taxes and expenses)	Completion of Professional Services described in section 1 of this SOW
Phase 3	RingSense • RingSense Implementation	$1,000.00 (Plus all applicable taxes and expenses)	Completion of Professional Services described in section 1 of this SOW

The following activities shall be performed as part of this Statement of Work and in accordance to the PS Agreement:

1. **RingCX – Express Base Delivery Offering**
   - **1.1. Assignment of a designated Project Manager ("PM") –** The RingCentral PM will act as Single Point of Contact for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

i. Internal and external kickoff session hosted by RingCentral
ii. Creation and management of a project plan and schedule
iii. Completing resource assignment and scheduling in alignment with project schedule
iv. Set up of project documentation and timelines in collaboration with designated Customer Single Point of Contact
v. Identifying, communicating, and mitigating project risks and issues
vi. Alignment of scope of services with Customer expectations during kickoff
vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs
viii. Performing closure procedures at the conclusion of project activities

1.2. Network Readiness Assessment

i. RingCentral does not include a Network Assessment in this offering to the customer. Network Assessments are available to the customer via change request or new order at the customer request

1.3. Configuration of RingCentral MVP (MVP) Extensions

i. Configuration of RingCentral MVP extensions for agent leg termination only in support of up to 155 agent stations;
    a. Configuration is limited to MVP initialization for agent talk path only
ii. Additional services for MVP configuration by RingCentral Professional Services are available via change request at an additional charge to support as requested
iii. Self-paced training curriculum for administration of MVP is available to the Customer on RingCentral University as part of this SOW
    a. Instructor led training required as part of this SOW is available to the Customer via executed change order at an additional charge

1.4. Implementation Detail – Voice

This remote stage will provide a build-out of the following features and applications as defined in the mutually executed design document

i. Configuration of a single IVR with up to two (2) tiers
    a. Configuration of up to five (5) options for tier one, and up to ten (10) options for tier 2
ii. Configuration of up to one-hundred fifty-five (155) total named agents
iii. Administration of up to five (5) customer admin accounts
    a. Configuration of additional admin accounts is available to the Customer via change request at an additional charge
    b. Admin users will also need an agent license / account to work as an agent or supervisor
    c. Admin accounts are solely for administrative work
iv. Configuration of up to fifteen (15) inbound voice queues;
    a. Configuration of audio recording
    b. Addition of callback in queue to call
    c. Addition of agent voicemail

d. Addition of Customer provided prompts, greetings, or messages to call handling flow in English only
    - If Customer does not provide prompts, greetings, or messages during initial meeting, all prompts will default to native text to speech

v. Administration and assignment of role profiles;
vi. Administration of up to five (5) disposition codes;
vii. Administration of up to five (5) unavailable codes;
viii. Administration of up to five (5) inbound telephone numbers;
ix. Administration and configuration of customer Hours of Operations (HOO);
    a. Up to two (2) IVR HOO;
    b. Up to two (2) queue HOO
x. Native reporting functionality for the Contact Center agents and supervisors
    a. Custom report creation is not included in this proposal

1.5. Implementation Detail - Digital

a. Implementation of one source channel each: Email & Chat
b. Configuration of up to one (1) source each
c. Configuration of up to seven (7) qualifications

ii. Limitations include:
    a. Up to two (2) email addresses
        - Email addresses must be on the same domain, signature not included
    b. No customization of Chat window and button (colors only)
    c. No Chat/Web Messaging pre form
    d. Chat configurations will include 1 channel, 2 buttons, and 1 window

1.6. Go-Live and Training Services

i. Single instance of up to one (1) hour of remote go live support for Customer agents
ii. Self-paced training via eLearning on RingCentral University

2. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

i. The customers LAN/WAN infrastructure;
ii. Network minimum requirements for RingCentral as a Service model;
    a. Quality of Service (QoS) configuration;
    b. Firewall or Access Control List (ACL) configuration;
    c. Power over Ethernet (POE) port activation / configuration;
iii. User Acceptance Testing (UAT) (as documented in Testing section of the SOW);
    a. Completing Customer journey mapping for UAT;
    b. Providing resource(s) to complete training prior to start of UAT;
    c. Providing resources to complete UAT in a timely manner;
    d. Completion of thorough User Acceptance Testing (UAT) prior to go live;

iv. Internal communications to the user population regarding changes and impact to include, but not limited to:
    a. Timing communication for training, testing, go live;
    b. Organizational updates and readiness;
    c. Login / access updates;
    d. Impact and change documentations, etc.
v. Tracking resource attendance and completion of all provided training session(s);
vi. Providing contact center data to RingCentral resources in a timely and accurate manner to achieve the project timeline;

3. RingSense for RingCX Implementation:

i. RingCentral will deliver the following remote services:
    a. Configuration of up to ten (10) trackers with up to five (5) phrases/concepts each
    b. Configuration of up to five (5) scorecards with up to five (5) questions each
    c. Configuration Admin, manager, Member, and Observer roles
    d. Teams are created automatically for managers to allow them to monitor the agents who report to them. Custom team development is available at an additional cost
    e. Agents will automatically synced from RingCX
    f. CRM integrations are available at an additional cost

4. Testing

4.1. Quality Assurance Testing

i. RingCentral will perform quality assurance testing following final configuration of Contact Center prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)

4.2. UAT Assumptions

i. During UAT, the Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed signed Business Requirements Document (BRD)
    a. UAT scenarios will be defined in the mutually agreed upon BRD and provided to the Customer
ii. Customer resources participating in UAT must complete all pre-recorded online training sessions for agent, supervisor, and/or admin related to their job role prior to starting UAT
iii. The outcome of all UAT scenarios are documented by the Customer in a written format and provided to RingCentral at completion of testing
    a. Any variation in expected results (errors, flaws, failures, adjustments) are provided in writing to the RingCentral Project Manager for review and resolution
    b. RingCentral will provide an expected variation resolution date and submit back to the Customer for additional testing

iv. Upon completion of all UAT scenarios, the Customer will submit final written completion of testing to RingCentral prior to scheduling go live
v. Any changes to configuration not included in the BRD will require a change order

4.3. UAT Requirements

i. The Customer and RingCentral will enact a mutual software/code freeze prior to start of QA and UAT
ii. Customer shall perform UAT within five (5) business days of application handoff from RingCentral for any Deliverables, unless otherwise mutually agreed by the parties considering the nature or scope of the Deliverable in writing prior to start of testing
iii. Any Customer changes in software or code following written UAT completion resulting in new application behaviors may result in additional charges to the Customer via Change Order for troubleshooting and issue resolution

5. Hours of Operation - Standard Service Hours

i. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local site time, Monday-Friday, excluding holidays ("Standard Service Hours")
ii. Work requested and performed outside Standard Services Hours will be subject to overtime charges via executed Change Order

6. Customer's Telephone Number Porting

i. The Customer is responsible for authorizing the telephone number porting by RingCentral
ii. RingCentral shall provide guidance on porting data collection and shall assist with submission of a porting request for up to five (5) inbound numbers
iii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers
iv. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for a single migration / go live event:
    a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission or ninety (90) days from submission, whichever occurs first
        - Any additional port rejections will be the responsibility of the Customer
        - Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location
        - Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers
    b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the migration / go live event, unless otherwise mutually agreed between the parties
        - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first

- RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
- Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
- Any additional support required after the ten (10) day period can be obtained via a Change Order

c. Porting outside of project follows RingCentral Numbering Policy
- https://www.ringcentral.com/legal/policies/numbering-policy.html

7. **Professional Services Completion -** This SOW identifies the specific criteria required for the completion of each Project Phase ("Completion Criteria"). Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW and the Master Services Agreement.

8. **Payment**

i. Invoicing and Payment of Professional Services fees. All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each Project Phase identified in the Project Phasing Table. Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears.

ii. Service Expenses. Customer agrees to reimburse RingCentral for its reasonable fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses will be invoiced upon completion of each Project Phase. Upon written request, RingCentral will provide sufficient supporting information for any Service Expenses invoiced.

9. **Termination**

i. Termination. Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.

ii. Effect of Termination. If this SOW, or a Project Phase. is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
   a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
   b. all applicable Service Expenses incurred; and
   c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one

hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.

10. Delays and Changes

i. Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order,**") per the sample attached in Appendix B, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties
ii. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees
iii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees

11. Project Phasing

i. The Professional Services may be delivered in one or more phases as set forth in this SOW
ii. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases")
iii. Customer agrees that the delivery, installation, testing, completion and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase
iv. Each Project Phase will be billed upon notification of phase completion, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer	**RingCentral**
City of Midland	**RingCentral, Inc.**
By: _____	By: _____
Name: _____	Name: Joe Jacobs
Title: _____	Title: SVP, Field Sales
Date: _____	Date: _____

RingCentral

Appendix A

RingCentral Professional Services

Change Order Form for Implementation Services

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the "**PS Agreement**") by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work ("**SOW**") indicated below as modified by this Change Request. Changes with no cost impact can be authorized with email, cost impacting changes require an executed signature.

Effective Date of PS Agreement:		**Effective Date of SOW:**	
Project Name:	**Request Date:**	**PO Number:**	**Quote Number:**
Customer Name:	**Requested By:**	**Requestor Phone:**	**Requestor email:**
Customer Address:			

DESCRIPTION OF CHANGE	
1. [Provide a description of the change]	1: $X

CHANGE DETAILS	
Change Item or Deliverable:	

Change From:	
Change To:	
Reason/Justification for Change:	
Impact to Schedule:	
Impact to Project Cost:	
Assumptions / Constraints / Dependencies:	
Risks:	
Test Plan:	
Backout Plan:	
Change Window:	

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "**Effective Date**").

Customer

_____

By: _____

Name: Sample Only

Title: _____

Date: _____

RingCentral

RingCentral, Inc.

By: _____

Name: Sample Only

Title: _____

Date: _____

City Council Meeting

Item Number: 13

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF THE HUMAN RESOURCES INFORMATION SYSTEM SUITE FROM GOVERNMENTJOBS.COM, INC., D/B/A NEOGOV FOR A TOTAL COST OF $782,302.30 AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution authorizing the sole source purchase of the Human Resources Information System (HRIS) Software for $782,302.30 from NeoGov, Government Jobs COM, Inc.

Recommended City Council Action:

Approve

Fiscal Impact:

$284,300.50 is available in the Employee Benefits Fund and will be appropriated for the first year charge. Funds will be available and budgeted for years 2 and 3 from the Technology Fund.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Staff recommends awarding a sole source purchase of the Human Resources Information System (HRIS) Software for the Administrative Services Department. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or

natural monopolies. Please see the attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution awarding a sole source purchase of the Human Resources Information System (HRIS) Software from NeoGov, Government Jobs COM, Inc. of El Segundo, California for $782,302.30.

Morris Williams Jr.

City Manager's Office

City Council Agenda Item

MEETING DATE: **November 28, 2023**

TO: Erika Martinez, Purchasing Manager

FROM: Jenifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution authorizing the sole source purchase of Human Resources Information System (HRIS) for $782,302.30 from NeoGov, Government Jobs COM, Inc.

Purpose:

Consider a resolution authorizing the purchase of NeoGov HRIS Suite for $782,302.30.

Discussion:

The Administrative Services Department is considering a robust HR system to streamline processes and boost efficiency. The proposed suite includes modules for Core HR, Perform, eForms, Time & Attendance, Payroll, and Benefits, offering a comprehensive solution to meet our organizational needs. This system aims to centralize employee information, simplify performance management, reduce administrative overhead, and ensure accurate payroll processing while enhancing workforce management. The anticipated benefits include significant time and cost savings, improved accuracy, and increased employee satisfaction.

The initial cost for implementation and support is $284,300.50. The total cost of the three-year contract term is $782,302.30, budgeted in the Tech Fund 770770-53405.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF THE HUMAN RESOURCES INFORMATION SYSTEM SUITE FROM GOVERNMENTJOBS.COM, INC., D/B/A NEOGOV FOR A TOTAL COST OF $782,302.30 AND APPROPRIATING FUNDS

WHEREAS, the City of Midland Administrative Department is in need of a human resources system to streamline processes and boost efficiency, which is only available for purchase through a sole-source provider; and

WHEREAS, the sole-source provider of the Human Resources Information System ("HRIS") Suite, Governmentjobs.com, Inc., d/b/a NeoGov ("NeoGov") submitted a total quote of $782,302.30, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the HRIS Suite is available only from NeoGov; and

WHEREAS, the City Council finds the price proposed for the HRIS Suite to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of the HRIS Suite from NeoGov;

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

SECTION ONE. That the City Manager or City Manager's designee is hereby authorized and directed to purchase, and execute contract documents as necessary to facilitate the purchase of, the HRIS Suite, as indicated on Exhibit A, from NeoGov for a total cost of $782,302.30.

SECTION TWO. That $284,300.50 shall be available in the Employee Benefits Fund and shall be appropriated for the first year charge. Funds shall be available and budgeted for years two and three from the Technology Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to

pay NeoGov from available funds 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

Exhibit A
Order Form

NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Emily Willis

Customer:

Midland, City of (TX)
PO Box 1152
Midland, TX 79702
USA

Quote Valid From: 9/21/2023
Quote Valid To: 12/30/2023

Quote Number: Q-12684
PaymentTerms: Annual,Net 30
Subscription Term in Months: 36

Employee Count: 1,200
Order Summary

DRAFT

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	12/30/2023	12/29/2024	$16,050.50
Perform Setup	ONE-TIME			$8,000.00
eForms Subscription	RECURRING	12/30/2023	12/29/2024	$13,375.50
eForms Setup	ONE-TIME			$6,300.00
Time & Attendance Subscription	RECURRING	12/30/2023	12/29/2024	$19,654.00
Time & Attendance Setup	ONE-TIME			$28,800.00
Core HR Subscription	RECURRING	12/30/2023	12/29/2024	$25,331.50
Core HR Setup	ONE-TIME			$33,600.00
Benefits Subscription	RECURRING	12/30/2023	12/29/2024	$8,735.00
Benefits Setup	ONE-TIME			$22,400.00
Payroll Subscription	RECURRING	12/30/2023	12/29/2024	$19,654.00
Payroll Setup	ONE-TIME			$28,800.00
Payroll Services Subscription	RECURRING	12/30/2023	12/29/2024	$31,200.00
Payroll Services Setup	ONE-TIME			$22,400.00
			Year 1 TOTAL:	$284,300.50

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	12/30/2024	12/29/2025	$24,075.75
eForms Subscription	RECURRING	12/30/2024	12/29/2025	$20,063.25
Time & Attendance Subscription	RECURRING	12/30/2024	12/29/2025	$29,481.00
Core HR Subscription	RECURRING	12/30/2024	12/29/2025	$37,997.25
Benefits Subscription	RECURRING	12/30/2024	12/29/2025	$13,102.50
Payroll Subscription	RECURRING	12/30/2024	12/29/2025	$29,481.00
Payroll Services Subscription	RECURRING	12/30/2024	12/29/2025	$62,400.00
			Year 2 TOTAL:	$216,600.75

Year 3

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	12/30/2025	12/29/2026	$33,706.05
eForms Subscription	RECURRING	12/30/2025	12/29/2026	$28,088.55
Time & Attendance Subscription	RECURRING	12/30/2025	12/29/2026	$41,273.40
Core HR Subscription	RECURRING	12/30/2025	12/29/2026	$53,196.15
Benefits Subscription	RECURRING	12/30/2025	12/29/2026	$18,343.50
Payroll Subscription	RECURRING	12/30/2025	12/29/2026	$41,273.40
Payroll Services Subscription	RECURRING	12/30/2025	12/29/2026	$65,520.00
			Year 3 TOTAL:	$281,401.05

ORDER TOTAL (USD) : $782,302.30

DRAFT

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the “Effective Date”). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

- Initial Term: December 30th, 2023 - December 29th, 2026

DRAFT

"Midland, City of (TX)"	**NEOGOV**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

City Council Meeting

Item Number: 14

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A LEICA RTC360 LASER SCANNER SYSTEM AND ASSOCIATED SERVICES FROM COLLISION FORENSIC SOLUTIONS, LLC, FOR A TOTAL COST OF $123,984.60 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of laser scanner package from Collision Forensic Solutions, LLC for the Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Justice Assistance Grant Fund.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

Staff recommends approving the sole source purchase of laser scanner package from Collision Forensic Solutions, LLC. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Seth Herman, Chief of Police, for additional information.

Therefore, please consider a resolution approving a sole source purchase of laser scanner package from Collision Forensic Solutions, LLC of Papillion, Nebraska for a total cost of $123,984.60.

Morris Williams Jr.

City Manager's Office

City of Midland

Midland Police Department

Interoffice Memorandum

Date: **November 29, 2023**

To: **Erika Martinez, Purchasing Manager**

From: **Seth Herman, Chief of Police**

Subject: **Leica RTC360 Laser Scanner Support Memorandum**

In order to ensure the most effective and efficient investigation of large-scale crime scenes, the Midland Police Department applied for and was awarded funds through the 2023 Edward Byrne Memorial Justice Assistance Grant Program in the amount of $109,000.00 to accommodate the purchase of one Leica RTC360 Laser Scanner system. This system, to be purchased from vendor Collision & Crime Forensic Solutions, will allow Crime Scene Unit Investigators the ability to measure, map, and recreate crime scenes using system-produced schematic diagrams. These diagrams will provide MPD CSI Unit members and detectives with invaluable details vital to case closures and subsequent criminal prosecutions.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A LEICA RTC360 LASER SCANNER SYSTEM AND ASSOCIATED SERVICES FROM COLLISION FORENSIC SOLUTIONS, LLC, FOR A TOTAL COST OF $123,984.60

WHEREAS, the City of Midland Police Department is in need of a Leica RT360 Laser Scanner System and associated services, which is only available for purchase through a sole-source provider; and

WHEREAS, the sole-source provider of said laser scanner system and associated services, Collision Forensic Solutions, LLC, submitted a total quote of $123,984.60, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, said laser scanner system and associated services is available only from Collision Forensic Solutions, LLC; and

WHEREAS, the City Council finds the price proposed for said laser scanner system and associated services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said laser scanner system and associated services from Collision Forensic Solutions, LLC;

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 Leica RT360 Laser Scanner System and associated services, as indicated on Exhibit A, from Collision Forensic Solutions, LLC, for a total cost of $123,984.60.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Collision Forensic Solutions, LLC, from funds available in the Justice Assistance Grand Fund 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

COLLISION & CRIME
FORENSIC SOLUTIONS LLC
Forensic Reconstruction / Investigations / Certified Training

QUOTE: ***Midland Police RTC360 Full Package X2***

Date: 2023-11-07

Company:	Midland Police Department	Address:	601 N. Loraine St.
Contact:	CSI Rhiannon Fry	City:	Midland
Phone:	432.685.7164	State:	TX
Email:	rfry@midlandtexas.gov	Zip:	79701

Midland Police Department RTC360 Full Package X2

Part Number	*Product Description*	*Quantity*	*List Price*	*Total*
6012673	RTC360 Package	1		
838300	RTC 360 Laser Scanner	1	$ 81,500.00	$ 69,275.00
874800	Calibration Cert. "Silver", TLS RTC 360	1	$ 1.65	$ 1.40
954519	GEB364 Battery int Li-Ion 10.8V/6900mAh	4	$ 400.00	$ 1,360.00
817063	GVP730 Container for RTC360	1	$ 440.00	$ 374.00
842065	MS256 Industrial USB Stick 256GB	2	$ 1,320.00	$ 2,244.00
872515	Leica RTC360 QG,multil.1	1	$ 0.00	$ 0.00
874567	Leica RTC360 USB Documentation Card	1	$ 0.00	$ 0.00
874566	Leica Cyclone FIELD 360 Info Sheet	1	$ 0.00	$ 0.00
955235	Cyclone FIELD 360 Quick Plan Shipment FL	1	$ 0.00	$ 0.00
799187	GKL341 Charger Prof 5000	1	$ 1,110.00	$ 943.50
731440	AC power cable 2-pole US, to charger	1	$ 0.00	$ 0.00
6013573	1st yr RTC360 Laser Scanner CCP Silver	1		
5308929	1 yr RTC360 Laser Scanner Hardw. Maint.	1	$ 1,600.00	$ 1,488.00
5308937	1yr RTC360 Laser Scanner Custom. Support	1	$ 680.00	$ 632.40
842066	GST80 Tripod Carbon	1	$ 2,650.00	$ 2,252.50
865471	GVP736, Backpack for RTC360	1	$ 470.00	$ 399.50
CFS IPAD PRO	IPad ProWifi 1TB + Rugged Case For remote wireless control of RTC360, BLK360 G2 via FIELD 360, and Dot3D Scanning Software App. These devices are intended to facilitate onsite registration, protect investigators from HAZMAT, minimize evidence disturbance at the crime scene, and allow for handheld scanning.	1	$ 1,700.00	$ 1,700.00
FIELD360	Cyclone FIELD 360 Mobile App Cyclone FIELD 360 is currently free to download. A valid Cyclone REGISTER 360 CCP EID is required to log into FIELD 360.	1	$ 0.00	$ 0.00
979836	Cyclone REGISTER 360 PLUS Permanent	1	$ 9,750.00	$ 8,287.50
6018134	Cyclone REGISTER 360 PLUS CCP 1yr.	1		$ 0.00
5311715	Cyclone REGISTER 360 PLUS Updates 1yr.	1	$ 950.00	$ 883.50
5311721	Cyclone REGISTER 360 PLUS Support 1yr.	1	$ 855.00	$ 795.15
864396	Cyclone WORKFLOW Permanent	1	$ 2,400.00	$ 2,040.00
6012196	Cyclone WORKFLOW CCP 1yr.	1		$ 0.00
5308101	Cyclone WORKFLOW Updates 1yr.	1	$ 235.00	$ 218.55
5308110	Cyclone WORKFLOW Support 1yr.	1	$ 210.00	$ 195.30
916318	MAP360 Pro Permanent	1	$ 6,400.00	$ 5,440.00

COLLISION & CRIME
FORENSIC SOLUTIONS LLC
Forensic Reconstruction / Investigations / Certified Training

QUOTE: ***Midland Police RTC360 Full Package X2***

Date: 2023-11-07

Company: Midland Police Department
Contact: CSI Rhiannon Fry
Phone: 432.685.7164
Email: rfry@midlandtexas.gov

Address: 601 N. Loraine St.
City: Midland
State: TX
Zip: 79701

Midland Police Department RTC360 Full Package X2

Part Number	*Product Description*	*Quantity*	*List Price*	*Total*
6015993	MAP 360 Pro CCP 1yr.	1		$ 0.00
5310526	MAP 360 Pro Updates 1yr.	1	$ 805.00	$ 748.65
5310538	MAP 360 Pro Support 1yr.	1	$ 755.00	$ 702.15
6010779	NIST Calibrated Dual Target Pole Kit	1		$ 0.00
840867	Dual Target Pole Kit	1	$ 1,530.00	$ 1,300.50
5003964	NIST Certificate	1	$ 1,180.00	$ 1,003.00
CFS WKSTN		1	$ 4,700.00	$ 4,700.00
	Custom Built Forensic Mapping Desktop Computer (as listed or better)**:** 14th Generation Intel® Core™ i9 Processor 64GB Dual Channel DDR4 SDRAM at 2666MHz – 2 X 32GB One (1) 1TB M.2 NVMe SSD for the Operating System One (1) 2TB M.2 NVMe SSD for Database One (1) 4TB SSD for Evidence Files NVIDIA GeForce RTX 4080 SUPER GPU with 16GB GDDR6X Video Memory Wi-Fi and Bluetooth Microsoft Windows 11 Professional 64 Bit Lifetime Standard Warranty			
CFS TRAIN RTC	**4-Days On-Site Training for Forensic Mapping with RTC360 and REGISTER 360 PLUS software (Up to 8 students / travel included)**	1	$ 10,000.00	$ 9,500.00
CFS TRAIN MAP	**3-Days On-Site Training for Map360 Forensic CAD and Analysis software (Up to 8 students / travel included)**	1	$ 7,500.00	$ 7,500.00
CFS SUPPORT 24	**24-Hour Lifetime Technical Support via telephone, email, and virtual meeting. (Requires on-site training purchase)**	1	$ 10,000.00	$ 0.00
			Sub-Total:	**$ 123,984.60**

Local sales tax and delivery costs will be added to the final invoice.
Hardware Items, Software, Support, and Training will be invoiced separately and due upon delivery of each.
This quotation is valid for 30 days after submittal date.
Payments made with a credit card will incur a 5% fee.
Offer subject to *Leica Geosystems terms and conditions.*
Full *Software License Agreement & Full Standard Warranty.*

TOTAL: **$ 123,984.60**

COLLISION & CRIME
FORENSIC SOLUTIONS LLC
Forensic Reconstruction / Investigations / Certified Training

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Phone:	432.685.7164	State:	TX
Email:	rfry@midlandtexas.gov	Zip:	79701

Midland Police Department RTC360 Full Package X2

Part Number	*Product Description*	*Quantity*	*List Price*	*Total*

Minimum PC specification:
Processor: Dual core processor running at 2.5GHz, RAM: Minimum 8 GB or more for 64-bit OS, Operating System: Windows 10 (64 bit),
Graphics: Support for OpenGL 3.3 or higher with 1GB video memory, Hard Disk: At least 1GB of free disk space required for install.
Note: This spec is recommended only for viewing and\or working on smaller projects.

Recommended specification for PC Workstation:
Processor: Latest Intel i-9 generation at 3.5GHz or higher, RAM: 64 GB, Operating System: Windows 10 (64 bit), Graphics: NVIDIA Quadro or NVIDIA Geforce with 8GB of dedicated video memory. Internal SSD drives. One for writing and one for reading. Three internal SSD Drives with NVME / PCIE connection is preferred.

*Note: Cyclone FIELD 360 On-Site Registration Software is currently free for customers who currently have a valid Public Safety Suite with a current CCP Maintenance agreement on the Register 360 product. If your Register 360 CCP lapses you may no longer have access to Cyclone FIELD 360 On-Site Registration Software. All RTC360 VIS functions will continue to work in stand-alone mode.

**Note: Leica TruView is available as a free viewer extension to Cyclone ENTERPRISE or as a standalone data server for either Windows or cloud deployment: Leica TruView is the industry leader for easily and intuitively sharing point cloud data, design models, mark-ups, and more. Leica TruView products are the smarter way for anyone in your project ecosystem to access, view, analyze and collaborate using digital reality data.
•Share point cloud data via an intuitive, easy to use interface with no CAD or 3D skills required
•Virtual, photo-realistic visits to project sites from anywhere, anytime
•No plug-in required, accessible from any browser on any device
•Secure access to your TruView site via user login to market your services
•Users can view, pan, zoom, measure and markup
•Simple yet effective back-end server administrator tools (for server versions)
•Advanced, robust and modern back-end technology
Now, everyone who is part of your project ecosystem can access this important, dimensionally correct, photorealistic digital reality environment from anywhere, anytime on any device.

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Forensic Reconstruction / Investigations / Certified Training

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Midland Police Department RTC360 Full Package X2

Part Number	*Product Description*	*Quantity*	*List Price*	*Total*

Customer acceptance

The signature below confirms acceptance of the issued quote for purchase as described above by an authorized individual from your organization.

Accepted by: _____ ***Date:*** _____

Signature: _____ ***PO:*** _____

Please send the signed quote to the attention of:
Collision Forensic Solutions, LLC
300 S. Fillmore St.
Papillion, NE 68046

Representative: William Henningsen
Phone: 402.339.1518
Email: will@collisionfs.com

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Offer subject to *Leica Geosystems terms and conditions.*
Full *Software License Agreement & Full Standard Warranty.*

TOTAL: **$ 123,984.60**

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Part Number	*Product Description*	*Quantity*	*List Price*	*Total*

Minimum PC specification:
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Graphics: Support for OpenGL 3.3 or higher with 1GB video memory, Hard Disk: At least 1GB of free disk space required for install.
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•Share point cloud data via an intuitive, easy to use interface with no CAD or 3D skills required
•Virtual, photo-realistic visits to project sites from anywhere, anytime
•No plug-in required, accessible from any browser on any device
•Secure access to your TruView site via user login to market your services
•Users can view, pan, zoom, measure and markup
•Simple yet effective back-end server administrator tools (for server versions)
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Now, everyone who is part of your project ecosystem can access this important, dimensionally correct, photorealistic digital reality environment from anywhere, anytime on any device.

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Midland Police Department RTC360 Full Package X2

Part Number	*Product Description*	*Quantity*	*List Price*	*Total*

Customer acceptance

The signature below confirms acceptance of the issued quote for purchase as described above by an authorized individual from your organization.

Accepted by: _____ ***Date:*** _____

Signature: _____ ***PO:*** _____

Please send the signed quote to the attention of:
Collision Forensic Solutions, LLC
300 S. Fillmore St.
Papillion, NE 68046

Representative: William Henningsen
Phone: 402.339.1518
Email: will@collisionfs.com

COLLISION & CRIME
FORENSIC SOLUTIONS LLC
Forensic Reconstruction / Investigations / Certified Training

Leica RTC360 Sole Source Elements

The Leica RTC360 Laser Scanner is a fast, agile, and durable 3D forensic mapping tool with several unique and sole-source technologies. The Leica RTC360 Laser Scanner is the only laser scanner with the following features:

- Visual Inertial System (VIS) automated positioning, intelligent algorithm, and registration devices utilizing redundant edge-computing sensors and systems for simple operation.
- Up to 2,000,000 points of data capture per second.
- 5-bracket High Dynamic Range (HDR) image capture in 1-minute.
- Full dome scans completed in as little as 26 seconds.
- Mixed Pixel Filtration for clean and precise data capture
- Dual-pulse laser emission for accurate data capture on both highly reflective surfaces and very dark surfaces.
- Unlimited tilt correction for self-leveling from any mounted angle
- On-site multimedia integration with measurements to include images, video, audio, documents, text annotation, and target identification.
- Robust Data Security workflow utilizing cutting edge secure digital signatures and real-time hash checksums for unquestionable forensic data integrity.

300 S. Fillmore Street, Papillion, Nebraska 68046 • 402-339-1518 • Fax 402-339-4811 • Email cfs1286@cox.net • CollisionFS.com

COLLISION FORENSIC SOLUTIONS LLC

Serving and providing certified law enforcement training since 1988

SOLE SOURCE CERTIFICATION

This is to certify that

Collision Forensic Solutions, LLC

Collision & Crime Forensic Solutions (CFS) is a unique provider of Forensic Mapping equipment, consulting services, and certified training. The unparalleled package of services and products offered by CFS satisfies the requirements for sole source purchasing in several different dimensions:

- CFS is able to supply custom equipment and software solutions from the best manufacturers in the Forensic Mapping industry to include Leica Geosystems, Pix4D, DotProduct, SECO, DTResearch, Autel Robotics, and DJI.
- CFS provides our customers with a single, knowledgeable source for Forensic Mapping equipment that includes Total Stations, GNSS / GPS mapping, Terrestrial Laser Scanners (TLS), and Photogrammetry equipment that is both aerial (sUAS / UAV) and ground-based.
- CFS provides access to specially discounted equipment pricing for Law Enforcement and Public Safety Agencies.
- CFS provides comprehensive technical support from forensic subject matter experts that is available 24-hours a day, 7-days a week, for the lifetime of the purchased equipment.
- CFS employs a full staff of active and retired Public Safety professionals that maintain certified credentials in the fields of Crash Reconstruction, Crime Scene Investigation, and Forensic Video Analysis.
- CFS provides certified and Public Safety scenario-based training for Forensic Mapping that is rooted in the forensically sound workflows developed and promulgated by our well-credentialed staff.
- CFS trainers are certified by the International Association for Forensic and Security Metrology (IAFSM) with Laser Scanner Operator Certifications.
- CFS training events are accepted for certification by the Accreditation Commission for Traffic Accident Reconstructionists (ACTAR), The International Association for Identification (IAI), and the Law Enforcement and Emergency Services Video Association (LEVA). These are the pre-eminent professional associations for Crash Reconstructionists, Crime Scene Investigators, Forensic Analysts, and Forensic Video Analysts.
- CFS offers the option of an equipment loan program for periods when CFS-vended equipment is undergoing maintenance or repair. (Contact CFS for details).

Certified on January 1, 2023

Michael L. Selves
President, Collision Forensic Solution, LLC

300 S. Fillmore Street, Papillion, Nebraska 68046 • 402-339-1518 • Fax 402-339-4811 • Email cfs1286@cox.net • CollisionFS.com

City Council Meeting

Item Number: 15

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE REYES MASHBURN NELMS PARK BASEBALL FIELDS FOR A TOTAL COST OF $1,757,088.00; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract with Musco Corporation dba Musco Sports Lighting LLC through Buyboard contract 677-22 for the purchase and installation of MUSCO lighting for Reyes Mashburn Nelms Park for a total cost of $1,757,088.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Unappropriated Fund Balance of the Parks Oil and Gas Fund and will appropriated be transferred to a project for said purpose.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Staff recommends awarding a contract for the purchase and installation of MUSCO lighting for Reyes Mashburn Nelms Park through Buyboard contract 677-22.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. Please see the attached memo from Laurie Williams, Interim Community Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the for the purchase and installation of MUSCO lighting for Reyes Mashburn Nelms Park to Musco Corporation dba Musco Sports Lighting LLC of Dallas, Texas through Buyboard contract 677-22 for a total cost of $1,757,088.00.

Morris Williams Jr.

City Manager's Office

Parks Division
Interoffice Memorandum

Date: November 29, 2023
To: Jose Ortiz, Assistant City Manager
From: Laurie Williams, Interim Community Services Manager
Subject: BuyBoard Purchase and Installation of LED Field Lighting at Reyes Mashburn Nelms Baseball Fields

Reyes Mashburn Nelms Park baseball fields are used extensively by Midland Junior Baseball Association (MJBA) and USSSA. These organizations provide recreational and competitive baseball for Midland youth. Regular league play for Eastern Little League and many USSSA baseball tournaments are held on these fields throughout the year. Tournaments bring families to Midland from across the southwest region.

The proposed renovation of the baseball facilities includes four new artificial turf Little League fields and two high school fields. These improvements will bring a new level of play to youth baseball, for both league play and tournaments. MUSCO LED lighting has been installed in most of the city's upgraded fields, and they are superior in quality and have a track record of timely service.

Staff recommends the BuyBoard purchase of MUSCO lighting for the baseball renovations at Reyes Mashburn Nelms Park. The quote of $1,757,088.00 includes all engineering, technology, materials, freight, crane, installation, and 25 year warranty for the proposed six new baseball fields.

Funding in the amount of $1,757,088.00 is available in the Oil and Gas Revenue Fund, and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE REYES MASHBURN NELMS PARK BASEBALL FIELDS FOR A TOTAL COST OF $1,757,088.00; AND APPROPRIATING FUNDS FOR SAID CONTRACT

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, Musco Corporation DBA Musco Sports Lighting, LLC, has submitted a total proposed cost to the City of $1,757,088.00 for the purchase and installation of LED field lighting at the Reyes Mashburn Nelms Park baseball fields through Buyboard; and

WHEREAS, the Council finds the price proposed by Musco Corporation through Buyboard for said field lighting to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Musco Corporation for the purchase and installation of LED field lighting at the Reyes Mashburn Nelms Park baseball fields through Buyboard;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of LED field lighting at the Reyes Mashburn Nelms Park baseball fields, through Buyboard, for a total cost of $1,757,088.00. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $749,765.00 is hereby appropriated from the Unappropriated Fund Balance of the Parks Oil and Gas Fund and transferred to a project

established by the City of Midland Finance Department for purposes consistent with this Resolution.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Musco Corporation in accordance with the provisions of the above-referenced contract from funds available in project established by the City of Midland Finance Department in 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

THE CITY OF MIDLAND

CONTRACT 24001820

THIS CONTRACT, effective the 13th day of December 2023, by and between the City of Midland, hereinafter referred to as "CITY", and MUSCO Corporation dba MUSCO Sports Lighting, LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,757,088.00 DOLLARS

2. **Scope of Work:** COMPANY shall sell and convey to CITY the LED lighting equipment referenced herein and perform all work described for the installation of said LED lighting equipment at the Reyes Mashburn Nelms Baseball Park . Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D.....Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

Exhibit A

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall obtain all permits and licenses necessary for the performance of this contract and pay all taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

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

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than eight (8) weeks after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials

with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

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

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

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

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

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel

this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages 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 COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR**

CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

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

COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

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

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

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

23. **RELEASE: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND**

CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

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

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

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

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

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

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

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

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. 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.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Morris Williams Jr., Interim City Manager
ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____ , an officer of MUSCO Corporation dba MUSCO Sports Lighting, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

Date: December 1, 2023
Expiration date: December 31, 2023

Project: Reyes Mashburn Nelms Park Baseball
Midland, TX
Musco Project Number: 172870

BuyBoard
Master Project: 218434, **Contract Number:** 677-22, **Expiration:** 09/30/2024
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Quotation Price – Materials Only Delivered to Job Site

Lighting

Fields 1 – 4, 5 & 8 – 250' x 300' x 250' / 325' x 375' x 325 .....$ 1,757,088

MuscoVision™ Automated Sports Broadcasting

Fields 1 – 4, 5 & 8 .....$ 182,207

Sales tax is not included.
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc Infield / 30fc Outfield and uniformity of 2:1 / 2.5:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- (26) Galvanized steel poles
- (26) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

MuscoVision Automated Sports Broadcasting System

Camera Structure System

- (6) 12' structures including poletop camera assembly with fiberglass pole, fiberglass base, wire harness and electrical components enclosures
- (6) backstop mounting brackets
- Mesh net adapters as required

Built to the following specification:

- 120 V and / or power over ethernet electrical configuration to be defined prior to production.

2016, 2023 Musco Sports Lighting, LLC • M-2169-enUS-17

On-Site Network

Wired or wireless (to be determined prior to production) network capable of transmitting high resolution video stream from camera locations to MuscoVision automated production system and transmitting finished broadcast to the internet connection point.

Automated Production System

Automated system capable of analyzing game play and producing a broadcast including automated camera switching and panning.

MuscoVision Streaming Services

Control-Link® Scheduling and Support

- Technical support for the installing contractor for all components
- Training for Control-Link scheduling service
- Control-Link.com access for scheduling of broadcast
- Reporting and management tools
- 24/7/365 phone support

Distribution and Payment System

- Payment system with credit card processing
- Revenue sharing as detailed below
- Live and on-demand video streaming
- Free content downloads for the Streaming Owner
- Content download license for additional users
- Available via Apple TV, Roku, Amazon Fire TV, Android TV applications
- 750 hours of streaming included with purchase with additional hours available for purchase as needed

Revenue Sharing Agreement

City of Midland Revenue Share:

- 70% City of Midland, 30% Musco Sports Lighting
- Owner maintains rights to video content, Musco retains the right to prepare derivative work

Operation and Warranty Services

- Five year parts and labor for all MuscoVision components
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your broadcasting equipment – plus a network of 1800+ contractors

3rd Party Installation Responsibilities (under separate contract)

[See attached Scope of work]

Site Owner Responsibilities

- Any required signage to notify patrons of video and/or audio taping
- Any required model releases for athletes or subjects taped
- Granting permission to install the recording devices at the facility or obtaining the necessary permission from the relevant third party
- Obtaining permission and providing an electronic logo or photo of facility for identification within the streaming services application
- Access to Reyes Mashburn Nelms Park fields and facilities
- On-going Internet service with minimum bandwidth of 100 Mbps upload and 10 Mbps download required for system operation.
- Connection to internet at, access points to be defined prior to production

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

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Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 115 mph, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Broadcasted events will be stored online for a period of three months.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mitchell Stockton
Senior Sales Representative
Musco Sports Lighting, LLC
Phone: 806.474.4743
Email: mitchell.stockton@musco.com

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PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

THE CITY OF MIDLAND
CONTRACT 24001820

THIS CONTRACT, effective the 13th day of December 2023, by and between the City of Midland, hereinafter referred to as "CITY", and MUSCO Corporation dba MUSCO Sports Lighting, LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,757,088.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the LED lights for the Reyes Mashburn Nelms Baseball Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D.....Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

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

5.1. COMPANY shall obtain all permits and licenses necessary for the performance of this contract and pay all taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than eight (8) weeks after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall bear the

expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

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

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251,

Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

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

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this

section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages 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 COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY**

WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

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

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

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

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

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

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

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

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

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

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

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

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

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

23. **RELEASE: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND**

CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

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

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

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

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

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

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

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

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

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

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

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. 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.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Morris Williams Jr., Interim City Manager
ATTEST

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

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____ , an officer of MUSCO Corporation dba MUSCO Sports Lighting, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

Date: December 1, 2023
Expiration date: December 31, 2023

Project: Reyes Mashburn Nelms Park Baseball
Midland, TX
Musco Project Number: 172870

BuyBoard
Master Project: 218434, **Contract Number:** 677-22, **Expiration:** 09/30/2024
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Quotation Price – Materials Only Delivered to Job Site

Lighting

Fields 1 – 4, 5 & 8 – 250' x 300' x 250' / 325' x 375' x 325 .....$ 1,757,088

MuscoVision™ Automated Sports Broadcasting

Fields 1 – 4, 5 & 8 .....$ 182,207

Sales tax is not included.
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc Infield / 30fc Outfield and uniformity of 2:1 / 2.5:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- (26) Galvanized steel poles
- (26) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

MuscoVision Automated Sports Broadcasting System

Camera Structure System

- (6) 12' structures including poletop camera assembly with fiberglass pole, fiberglass base, wire harness and electrical components enclosures
- (6) backstop mounting brackets
- Mesh net adapters as required

Built to the following specification:

- 120 V and / or power over ethernet electrical configuration to be defined prior to production.

2016, 2023 Musco Sports Lighting, LLC • M-2169-enUS-17

On-Site Network

Wired or wireless (to be determined prior to production) network capable of transmitting high resolution video stream from camera locations to MuscoVision automated production system and transmitting finished broadcast to the internet connection point.

Automated Production System

Automated system capable of analyzing game play and producing a broadcast including automated camera switching and panning.

MuscoVision Streaming Services

Control-Link® Scheduling and Support

- Technical support for the installing contractor for all components
- Training for Control-Link scheduling service
- Control-Link.com access for scheduling of broadcast
- Reporting and management tools
- 24/7/365 phone support

Distribution and Payment System

- Payment system with credit card processing
- Revenue sharing as detailed below
- Live and on-demand video streaming
- Free content downloads for the Streaming Owner
- Content download license for additional users
- Available via Apple TV, Roku, Amazon Fire TV, Android TV applications
- 750 hours of streaming included with purchase with additional hours available for purchase as needed

Revenue Sharing Agreement

City of Midland Revenue Share:

- 70% City of Midland, 30% Musco Sports Lighting
- Owner maintains rights to video content, Musco retains the right to prepare derivative work

Operation and Warranty Services

- Five year parts and labor for all MuscoVision components
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your broadcasting equipment – plus a network of 1800+ contractors

3rd Party Installation Responsibilities (under separate contract)

[See attached Scope of work]

Site Owner Responsibilities

- Any required signage to notify patrons of video and/or audio taping
- Any required model releases for athletes or subjects taped
- Granting permission to install the recording devices at the facility or obtaining the necessary permission from the relevant third party
- Obtaining permission and providing an electronic logo or photo of facility for identification within the streaming services application
- Access to Reyes Mashburn Nelms Park fields and facilities
- On-going Internet service with minimum bandwidth of 100 Mbps upload and 10 Mbps download required for system operation.
- Connection to internet at, access points to be defined prior to production

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

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Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 115 mph, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Broadcasted events will be stored online for a period of three months.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mitchell Stockton
Senior Sales Representative
Musco Sports Lighting, LLC
Phone: 806.474.4743
Email: mitchell.stockton@musco.com

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PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

City Council Meeting

Item Number: 16

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A ONE-YEAR MAINTENANCE AND LICENSE RENEWAL FOR THE UTILITY BILLING MANAGEMENT SYSTEM FROM SMARTWORKS, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR A TOTAL COST OF $102,693.88 (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution authorizing the sole source purchase of one-year maintenance and license renewal for the Utility Billing Management System from Smartworks, a division of N. Harris Computer Corporation for a total of $102,693.88.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utility Fund budget.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

Staff recommends authorizing the sole source purchase of of one-year maintenance and license renewal for the Utility Billing Management System from Smartworks, a division of N. Harris Computer Corporation. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the

attached memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution authorizing the sole source purchase of one-year maintenance and license renewal for the Utility Billing Management System from Smartworks, a division of N. Harris Computer Corporation of Chicago, Illinois for a total of $102,693.88.

Morris William Jr.

City Manager's Office

City Council Agenda Item

MEETING DATE: **November 28, 2023**

TO: Erika Martinez, Purchasing Manager

FROM: Jenifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution authorizing the sole source purchase of one-year maintenance and license renewal for the Utility Billing Management System from N. Harris Computer Corporation for a total of $102,693.88.

Purpose:
Consider a resolution authorizing the sole source purchase of one-year maintenance and license renewal for the Utility Billing Management System from N. Harris Computer Corporation for a total of $102,693.88.

Discussion:
The Utility Billing Management System is a specialized software solution designed to handle the billing and management of public utilities such as water, garbage, and sewage services. This system manages customer accounts, billing, invoicing, and meter reading.

The total cost of the renewal of the license and maintenance is $102,693.88 and is budgeted in the Utility Fund 300346-53405.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A ONE-YEAR MAINTENANCE AND LICENSE RENEWAL FOR THE UTILITY BILLING MANAGEMENT SYSTEM FROM SMARTWORKS, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR A TOTAL COST OF $102,693.88

WHEREAS, the Utility Billing Management System is a specialized software designed to handle the billing and management of public utilities; and

WHEREAS, the sole-source provider of maintenance and license renewals for said system, SmartWorks, a division of N. Harris Computer Corporation, submitted a total quote of $102,693.88, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, a one-year maintenance and license renewal for said system is available only from SmartWorks, a division of N. Harris Computer Corporation; and

WHEREAS, the City Council finds the price proposed for a one-year maintenance and license renewal for said system to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of a one-year maintenance and license renewal for said system from SmartWorks, a division of N. Harris Computer Corporation;

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 one-year maintenance and license renewal, as indicated on Exhibit A, from SmartWorks, a division of N. Harris Computer Corporation for a total cost of $102,693.88.

SECTION TWO. That funding shall be available in the Utility Fund Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay SmartWorks, a division of N. Harris Computer Corporation from available funds 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

HARRIS

Invoice	**MN00140347**
Date	**10/20/2023**
Page	**1 of 1**

Remit To: Harris Computer Systems
62133 Collections Center Drive
Chicago, IL 60693-0621

300346-53405

Bill to
City of Midland
300 N. Loraine
P.O. Box 1152
Midland, TX 79702
USA

Ship To
City of Midland
Accounts Payable
300 N. Loraine
P.O. Box 1152
Midland, TX 79702
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	MID05		DELIVERY	MN OCT

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NSTR	Northstar CIS: 10/1/2023 to 9/30/2024	US$ 72,630.00	US$ 72,630.00
1.00	NS-HOST	Hosting - Annual Hosting Agreement: 10/1/2023 to 9/30/2024	US$ 16,686.00	US$ 16,686.00
1.00	NSTR	Maintenance CO3 - Metersense Interface: 10/1/2023 to 9/30/2024	US$ 2,212.78	US$ 2,212.78
1.00	NSTR	Cashiering Deployment Maintenance: 10/1/2023 to 9/30/2024	US$ 716.10	US$ 716.10
1.00	NSTR	Silverblaze Maintenance: 10/1/2023 to 9/30/2024	US$ 10,449.00	US$ 10,449.00

Don't use Type ID please

Invoice Questions? Please call Lisa Ross at 613-226-5511 ext 2192 OR e-mail lross@harriscomputer.com. GST/HST # 10387 5241 RT0001

Subtotal	US$ 102,693.88
Misc	US$ 0.00
Tax	US$ 0.00
Freight	US$ 0.00
Trade Discount	US$ 0.00
Total	US$ 102,693.88

City Council Meeting

Item Number: 17

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: Motion authorizing the execution of a revocable license agreement with Midland Downtown Farmers' Market regarding City-owned property described as (i) the portion of Colorado Street located north of Ohio Avenue and south of Tennessee Avenue and (ii) Block 7, Original Town, City and County of Midland, Texas (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Motion authorizing the execution of a revocable license agreement with Midland Downtown Farmers' Market regarding City-owned property described as (i) the portion of Colorado Street located north of Ohio Avenue and south of Tennessee Avenue and (ii) Block 7, Original Town, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Staff recommends authorizing the execution of a revocable license agreement with Midland Downtown Farmers' Market. The objective of this agreement is to facilitate the hosting of a farmers' market (referred to as the "Market") every Saturday throughout the specified duration.

Therefore, please consider authorizing the motion to execute of a revocable license agreement with Midland Downtown Farmers' Market regarding City-owned property described as (i) the portion of Colorado Street located north of Ohio Avenue and south of Tennessee Avenue and (ii) Block 7, Original Town, City and County of Midland, Texas.

Morris Williams Jr.

City Manager's Office

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and effective the 1st day of January, 2024 (the "Effective Date"), by and between THE CITY OF MIDLAND, TEXAS ("Licensor"), and MIDLAND DOWNTOWN FARMERS' MARKET ("Licensee").

Witnesseth:

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

Article I. Premises; Use

A. Licensor hereby grants to Licensee a nonexclusive license to use the real property described as (i) the portion of Colorado Street located north of Ohio Avenue and south of Tennessee Avenue and (ii) Block 7, Original Town, City and County of Midland, Texas (collectively, the "Premises"), subject to the terms and conditions of this Agreement.

B. The Premises may be used for the limited purpose of hosting a farmers' market (the "Market") each Saturday during the term of this Agreement, subject to the following conditions:

1. Licensee may direct vendors to park on the aforementioned portion of Colorado Street. If said portion of Colorado Street is to be used by Licensee during the operation of the Market for any purpose, including but not limited to vendor parking, Licensee shall:

    a. barricade said portion of Colorado Street from the north side of Ohio Avenue to the south side of Tennessee Avenue using type 3 barricades; provided, however, that said barricades shall not be placed thereon earlier than 6:00 p.m. each Friday;

    b. place signs at appropriate locations stating, "ROAD CLOSED AHEAD"; provided, however, that said signs shall not be placed at such locations earlier than 6:00 p.m. each Friday; and

    c. remove such barricades and signs no later than 5:00 p.m. each Saturday.

2. Licensee shall provide four portable restrooms on the Premises to be made available to all occupants of the Premises during all hours of operation of the Market. Said portable restrooms may be located on the Premises no earlier than 6:00 p.m. each Friday and shall be removed from the Premises no later than 5:00 p.m. each Saturday.

3. During all hours of operation of the Market, Licensee may (i) sell or allow the sale of alcoholic beverages in sealed containers for consumption off the Premises and (ii) provide or allow the provision of samples of alcoholic beverages, each having a volume no greater than 60 milliliters, for consumption on the Premises. Licensee shall comply

with, and ensure that vendors and guests comply with, all applicable laws and regulations related to the sale and consumption of alcoholic beverages.

4. Licensee shall provide garbage containers and garbage bags during all hours of operation of the Market and shall dispose of all refuse on the Premises in said containers during and immediately after operation of the Market.

5. During each day of operation of the Market, Licensee shall collect a fee of $10.00 (the "Vendor Fee") from each vendor in attendance at the Market. Within 15 days following the end of each month, Licensee shall remit to Licensor all Vendor Fees collected that month. This paragraph shall survive termination of this Agreement.

6. Within 15 days following the end of each month, Licensee shall provide an end-of-month report (a "Report") to Licensor as follows:

   a. Each Report shall be sent to Licensor via email to coburns@midlandtexas.gov. Licensor may designate a different email address to which Reports shall be sent by giving written notice thereof to Licensee.

   b. Each Report shall contain (i) the number of vendors who attended the Market on each day of operation that month and (ii) the total amount of Vendor Fees collected on each day of operation that month.

7. Licensor will not provide set-up, tear-down, or clean-up support. Each Saturday, Licensee shall thoroughly clean the Premises immediately upon the end of operation of the Market.

8. Licensee shall ensure that all Market vendors and guests comply with all applicable laws, ordinances, rules, and regulations.

9. Licensee shall fully comply with all other terms and conditions of this Agreement.

C. This Agreement, including the license granted hereunder, is a privilege to go on the Premises for a certain, limited purpose and does not confer on, or vest in Licensee, any title, interest or estate to such property. This is a personal, revocable and unassignable privilege and is not an interest in the land itself.

Article II. Term; Renewal

A. The term of this Agreement shall commence on the Effective Date and shall be for two years, unless terminated earlier as otherwise provided in this Agreement.

B. Not later than 60 days prior to the expiration of the then-current term of the Agreement, Licensee may submit a written request to Licensor for the renewal of the Agreement for a one-year term. If Licensor receives such a request, then not later than 30 days prior to the

expiration of the then-current term, Licensor shall notify Licensee in writing of whether Licensor consents to the renewal of the Agreement for a one-year term, and if Licensor so consents, said written consent shall notify Licensee of the annual fee for such renewal term as provided in Article III; provided, however, that the Agreement shall not be renewed for more than five one-year terms. For the avoidance of doubt, a renewal shall not be effective unless Licensor has consented to the renewal in writing and Licensee has paid the annual fee for such renewal term. The issue of whether to consent to a requested renewal shall be in the sole discretion of Licensor's City Manager.

Article III. Consideration

As consideration for the license granted hereunder, Licensee shall pay to Licensor an annual fee prior to the first Saturday the Market is hosted on the Premises.

A. The annual fee for the initial term shall be $1,200.

B. If Licensor consents to a renewal term of this Agreement as provided in Article II, Licensor shall notify Licensee in writing of the annual fee for such renewal term. The determination of the annual fee for such renewal term shall be in the sole discretion of Licensor's City Manager.

Article IV. Reservations & Prior Rights

A. Licensor reserves to itself, its employees, agents and contractors the right to enter the Premises at all times.

B. Licensor reserves the right to construct, maintain and operate new and existing facilities upon, over, or under the Premises, and to grant to others such rights, so long as such construction, maintenance and operation does not unreasonably interfere with or create an unreasonable security risk to Licensee's use of the Premises during the term of this Agreement.

C. This Agreement is made subject to all outstanding rights, whether or not of record, Licensor reserves the right to renew such outstanding rights.

Article V. Care & Use of the Premises

A. Licensee shall use reasonable care and caution against damage or destruction to the Premises. Licensee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use or permit the use of the Premises in any way that creates a hazard to persons or property. Licensee shall keep the Premises in a safe, neat, clean and presentable condition and in good condition and repair.

B. Licensee shall comply with all laws, ordinances, rules, regulations and orders relating to Licensee's use of the Premises.

Article VI. Utilities

Licensor shall provide electricity to the Premises.

Article VII. Liens

Licensee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Licensee's use of the Premises.

Article VIII. Improvements

No alterations, improvements or installations shall be made on the Premises.

Article IX. Acceptance of Premises

Licensee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that Licensor shall have no duty to maintain, repair or improve the Premises during the term of this Agreement; provided, however, that Licensor agrees to maintain the landscaping of the Premises. Licensee acknowledges having been given the full right to inspect and review the Premises and Licensee accepts the Premises "AS IS" with any and all faults.

Article X. Release & Indemnity

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

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, ATTORNEY'S FEES AND EXPENSES OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, ON ACCOUNT OF ANY ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS AND EMPLOYEES, LICENSEE'S CONTRACTORS OR SUBCONTRACTORS OR THEIR AGENTS OR EMPLOYEES, OR VENDORS, GUESTS OR OTHER INVITEES OF LICENSEE ARISING DIRECTLY OR

INDIRECTLY OR IN ANY WAY CONNECTED WITH LICENSEE'S OPERATIONS UNDER THIS AGREEMENT. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

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

Article XI. Termination

A. If Licensee violates any provision of this Agreement, Licensor may give Licensee written notice of the violation and Licensor's intention to terminate the Agreement. The Agreement shall be terminated if Licensee thereafter fails to promptly commence to cure the violation and complete the cure within thirty (30) days.

B. Licensor or Licensee may terminate this Agreement without cause upon giving at least thirty (30) days' written notice thereof to the other party; provided, however, that at Licensor's election, no such termination by Licensee shall be effective unless and until Licensee has vacated and restored the Premises as required in this Agreement.

C. Upon termination of this Agreement, Licensee shall immediately vacate the Premises and restore the Premises to the same condition in which the Premises existed on the Effective Date except to the extent that any improvements, facilities, additions, alterations, or fixtures were constructed or affixed on any part of the Premises by Licensor after the Effective Date. This paragraph shall survive termination of this Agreement.

Article XII. Insurance

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

Commercial General Liability (including Contractual liability):

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

The Commercial General Liability coverage shall be on a per project or policy aggregate, and shall be on an occurrence basis. The Workers' Compensation coverage shall inure to the benefit of employees injured during the course and scope of their employment by Licensee.

Copies of the policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with Licensor's City Manager or City Manager's designee prior to Licensee commencing activities on the Premises. Licensor shall be provided notice by Licensee's insurance provider(s) not later than thirty (30) days prior to any reduction or termination of such coverage.

Additionally, Licensee shall require each vendor conducting activities on the Premises to comply with the insurance requirements of this Article.

Article XIII. Notices

Any notice, consent or approval to be given under this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

If to Licensor:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Manager

If to Licensee:

Midland Downtown Farmers' Market
P.O. Box 114

Tarzan, Texas 79783
Attn: Market Director

Article XIV. Assignment

Licensee shall not assign this Agreement or the license granted hereunder, in whole or in part. Any purported transfer or assignment by Licensee shall be void.

Article XV. Independent Contractor

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

Article XVI. Third Party Beneficiary

Licensor'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 XVII. Governing Law & Venue

All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

Article XVIII. Waiver of Attorney's Fees

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorney's fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE 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, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

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

Article XIX. No Waiver of Governmental Immunity

By executing this Agreement the City is not waiving its right of governmental immunity. The City is retaining its immunity from suit. This Agreement is not a contract for goods or services, and the City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

Article XX. Entire Agreement

This Agreement is the entire agreement between the parties and supersedes all other oral or written agreements between the parties pertaining to this transaction. This Agreement may be amended only by a written instrument signed by Licensor and Licensee.

[Signature page follows]

THE CITY OF MIDLAND, TEXAS

By:_____
Jose Ortiz, Assistant City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

MIDLAND DOWNTOWN FARMERS' MARKET

By:_____
Samantha Borgstedt, Market Director

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Samantha Borgstedt, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of Midland Downtown Farmers' Market, 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

City Council Meeting

Item Number: 18

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Mark Widmann, Director

Subject: RESOLUTION AMENDING THE CITY OF MIDLAND PERSONNEL POLICIES SO AS TO (1) REFLECT THE CITY'S CURRENT MISSION, VISION, AND GUIDING PRINCIPLES, (2) REVISE THE DEFINITION OF "DEPARTMENT MANAGERS", AND (3) REQUIRE AN EMPLOYEE WHO SEEKS ADMINISTRATIVE REVIEW OF AN ADVERSE ACTION TO PERSONALLY ATTEND HIS OR HER APPEAL HEARING; AND PROVIDING AN EFFECTIVE DATE OF DECEMBER 13, 2023 (DISTRICT: NONE) (ADMINISTRATIVE SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This resolution updates the personnel policies:
1. Reflect the current Mission, Vision, and Guiding Principles,
2. Revise the definition of Department Managers to include:
a. Director of Downtown Development and Special Projects
b. Director of Parks and Recreation (formerly Community Services Director)
c. Planning and Development Officer (formerly Director of Development Services)
d. Managing Directors
e. Director of Transportation and Drainage (formerly the Director of Engineering)
3. Require an employee who seeks administrative review of an adverse action to personally attend his or her appeal hearing.

Recommended City Council Action:

Approve

Fiscal Impact:

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

City Manager's Office

City of Midland, Texas
Personnel Policies

ORIGINAL PRINT, 1970

REVISED, December 12, 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, December 12, 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 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. 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 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. 2023-088.

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. 2023-138, 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. 2023-138 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- 138.

Lori Blong, Mayor

ORIGINAL PRINT, 1970

REVISED, December 12, 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. 2023-xxx, adopted by the Midland City Council on December 12, 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

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

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

Section 5 Vision

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

Section 6 Guiding Principles

I-Force

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

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 without a 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 capacity and not as an agent, employee, or representative of the City of Midland, Texas, said act being beyond the scope 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 paid or 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 Employee shall personally attend the Appeal Hearing. Regardless of whether a designated representative of the Employee attends the Appeal Hearing, if the Employee fails to personally attend the Appeal Hearing, the Employee shall be deemed to have waived administrative review of the Adverse Action.
2) 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.
3) 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.

4) 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.

5) 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.

6) 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.6(a).
   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 forthbelow:

"Council Appointees" shall mean City Manager, City Attorney, City Secretary, Municipal CourtPresiding 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 Downtown Development and Special Projects, Director of Finance, Fire Chief, Director of General Services, Internal Auditor, Director of Parks and Recreation, Planning and Development Officer, Police Chief, Director of Solid Waste Management, Director of Transportation and Drainage, Director of Utilities, Managing Directors, any position designated by the City Manager as a department manager, and any other department manager approved by the City Council.

"Other Employees" shall mean Deputy City Manager, Assistant City Manager, and First AssistantCity Attorney.

b. All Council Appointees, Other Employees, and Department Managers shall be **EMPLOYEES ATWILL** and may be terminated at any time by the City of Midland with or without cause, subject tothe 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 shallbe 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 orher 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 naturehas 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 followinga reduction in salary in a greater percentage than an applicable across-the-board reduction for all City employees; Termination of a Department Manager, a Deputy City Manager, or an Assistant CityManager by the City Manager;

2) Termination of the First Assistant City Attorney by the City Attorney; or

3) Termination of a Council Appointee by a vote of at least four (4) City Council members ata regular City Council meeting; or

4) 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.

RESOLUTION NO. _____

RESOLUTION AMENDING THE CITY OF MIDLAND PERSONNEL POLICIES SO AS TO (1) REFLECT THE CITY'S CURRENT MISSION, VISION, AND GUIDING PRINCIPLES, (2) REVISE THE DEFINITION OF "DEPARTMENT MANAGERS", AND (3) REQUIRE AN EMPLOYEE WHO SEEKS ADMINISTRATIVE REVIEW OF AN ADVERSE ACTION TO PERSONALLY ATTEND HIS OR HER APPEAL HEARING; AND PROVIDING AN EFFECTIVE DATE OF DECEMBER 13, 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 December 13, 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, December 12, 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

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REVISED, December 12, 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. 2023-138, 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. 2023-138 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- 138.

Lori Blong, Mayor

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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 December 12, 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

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.

ORIGINAL PRINT, 1970

REVISED, December 12, 2023

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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

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

Section 5 Vision

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

Section 6 Guiding Principles

I-Force

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

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 Employee shall personally attend the Appeal Hearing. Regardless of whether a designated representative of the Employee attends the Appeal Hearing, if the Employee fails to personally attend the Appeal Hearing, the Employee shall be deemed to have waived administrative review of the Adverse Action.
2) 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.
3) 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.

4) 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.

5) 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.

6) 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.6(a).
   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 forthbelow:

"Council Appointees" shall mean City Manager, City Attorney, City Secretary, Municipal CourtPresiding 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 Downtown Development and Special Projects, Director of Finance, Fire Chief, Director of General Services, Internal Auditor, Director of Parks and Recreation, Planning and Development Officer, Police Chief, Director of Solid Waste Management, Director of Transportation and Drainage, Director of Utilities, Managing Directors, any position designated by the City Manager as a department manager, and any other department manager approved by the City Council.

"Other Employees" shall mean Deputy City Manager, Assistant City Manager, and First AssistantCity Attorney.

b. All Council Appointees, Other Employees, and Department Managers shall be **EMPLOYEES ATWILL** and may be terminated at any time by the City of Midland with or without cause, subject tothe 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 shallbe 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 orher 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 naturehas 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 followinga reduction in salary in a greater percentage than an applicable across-the-board reduction for all City employees; Termination of a Department Manager, a Deputy City Manager, or an Assistant CityManager by the City Manager;

2) Termination of the First Assistant City Attorney by the City Attorney; or

3) Termination of a Council Appointee by a vote of at least four (4) City Council members ata regular City Council meeting; or

4) 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.

City Council Meeting

Item Number: 19

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Justine Ruff, Director

Subject: MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 10 TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL; SAID AMENDMENT PROVIDING AN ADDITIONAL APPROPRIATION OF $139,600.00 TO THE AIRLINE RATES AND CHARGES ANALYSIS PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS)

Purpose:

Motion authorizing the execution of Amendment No. 10 to the Professional Services Agreement dated March 23, 2021, between the City of Midland, Texas and Parkhill, Smith & Cooper, Inc., DBA Parkhill; said amendment providing an additional appropriation of $139,600 to the Airline Rates and Charges Analysis Project at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

Airport/City Share 100% -	$ 139,600.00
Total	**$ 139,600.00**

Strategic Priority:

Transparent & Consistent Communication

Appropriation Language:

Funding is available in the Airport Fund Unappropriated Fund Balance and is hereby appropriated and will be transferred to Project Airline Rates & Charges Analysis (900400).

Discussion:

The City of Midland, Texas and Parkhill entered into an Agreement for Professional Services dated March 23, 2021, for improvements contained in the Airport's 5-year Airport Capital Improvement Program (ACIP). This is the tenth amendment to that agreement and adds additional appropriation to the Airline Rates & Charges Analysis.

AIRLINE RATES AND CHARGES ANALYSIS

The Airline Rates & Charges Analysis is a study into the Airports Financial situation. The study will produce a model that aids the Airport in interpreting the effect of financial decisions on our future self-sufficiency. The additional appropriation will take the model to a more detailed level, than originally anticipated so that Airport Administration can easily see the effect of additional revenue or expenses on the Airport's fund balance, and the ability to finance the 5-year CIP.

The additional appropriation brings the total cost of the Airline Rates and Charges Analysis to $349,600.



City Manager's Office

AMENDMENT NO. 10
TO
AGREEMENT

BETWEEN THE CITY OF MIDLAND, TEXAS
AND
PARKHILL
FOR
PROFESSIONAL SERVICES

WHEREAS, the City of Midland, Texas and Parkhill have entered into an Agreement for professional services dated March 23, 2021, for improvements contained in the Airport Capital Improvement Program; as amended April 13, 2021 (Amendment 1), February 8, 2022 (Amendment 2), April 12, 2022 (Amendment 3), June 28, 2022 (Amendment 4), October 11, 2022 (Amendment 5), April 11, 2023 (Amendment 6), June 13, 2023 (Amendment 7), September 23, 2023 (Amendment 8), and November 14, 2023 (Amendment 9);

AND WHEREAS, the City of Midland, Texas desires to continue the services listed in the Recitals of the Agreement as Item 13 Airline Rates and Charges Financial Analysis:

THIS AGREEMENT WITNESSETH:

A. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph B 4.02:

"Item 13 Airline Rates and Charges Financial Analysis

The total compensation for Professional Services under Item 13 of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer's Consultant's charges on the basis of cost times a factor of 1.15.

Total additional compensation for Item 13 under this Amendment shall not exceed $139,600 without written authorization from the Owner (total maximum compensation including prior Amendment 3 is $349,600)

This additional compensation is for continuation of the scope of professional services as contained in the previously approved Amendment 3"

IN WITNESS WHEREOF, the City of Midland, Texas and Parkhill have hereto set their hands this 12th day of December, 2023.

OWNER:	ENGINEER:
CITY OF MIDLAND, TEXAS	PARKHILL
By: _____	By: _____
Lori Blong	Danny G. Winchester
Title: Mayor	Title: Principal
Date Signed: _____	Date Signed: December 12, 2023
Address for giving notices:	Address for giving notices:
P.O. Box 1152 Midland, Texas 79702 Phone: (432) 685-7357	1700 W. Wall Midland, Texas 79701 Phone: (432) 697-1447

IN DUPLICATE

City Council Meeting

Item Number: 20

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL FOR SERVICES RELATED TO THE PREPARATION OF A DOWNTOWN MASTER PLAN (DISTRICT 2) (CITY MANAGER) (QUALITY OF LIFE AND PLACE)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on October 2, 2023 a motion authorizing the Chairman to negotiate and execute a consultant services agreement with Parkhill, Smith & Cooper, Inc., DBA Parkhill in an amount not to exceed $175,000.00 for services related to the preparation of a downtown master plan; and providing that such agreement shall not become effective until approved by the Midland City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

$175,000.00

Strategic Priority:

Quality of Life and Place

Discussion:

Scope of work includes preparing a master plan for downtown Midland to catalyze development and redevelopment in the city's central business district. Parkhill's proposal was

selected by the MDC board of directors from a total of three presented by different companies.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 21

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Jose Ortiz, Director

Subject: RESOLUTION AUTHORIZING THE APPLICATION OF DEVELOPMENT FEES THAT WILL BE PAID BY MIDLAND INDEPENDENT SCHOOL DISTRICT IN CONNECTION WITH THE DEVELOPMENT OF THREE NEW SCHOOLS TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS NEAR THE LOCATIONS OF THE SCHOOLS (DISTRICT: ALL) (CITY MANAGER)

Purpose:

Resolution authorizing the application of development fees that will be paid by Midland Independent School District in connection with the development of three new schools to the construction of public improvements near the locations of the schools.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

With the development of three new MISD schools associated with the recent school bond the City of Midland will realize an increase in traffic so all applicable development fees will be collected and used for infrastructure improvements within a mile of each new school to address the additional traffic generated by each school.

The schools include two high schools and one elementary school. The locations are illustrated on the attached exhibits.

Morris William Jr.

City Manager's Office

City of Midland

Office Memorandum

DATE: December 12, 2023

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney

SUBJECT: Resolution authorizing the application of development fees that will be paid by Midland Independent School District in connection with the development of three new schools to the construction of public improvements near the locations of the schools

---

The proposed resolution would authorize the City to apply the fees that will be paid by Midland Independent School District in connection with the development of three new schools to the construction of public improvements located within the "1 Mile Buffer" around each school shown in Exhibits A, B and C to the resolution.

If you have any questions regarding this matter, please do not hesitate to contact me.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPLICATION OF DEVELOPMENT FEES THAT WILL BE PAID BY MIDLAND INDEPENDENT SCHOOL DISTRICT IN CONNECTION WITH THE DEVELOPMENT OF THREE NEW SCHOOLS TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS NEAR THE LOCATIONS OF THE SCHOOLS

WHEREAS, the City of Midland assesses fees in connection with the development of property (the "Development Fees"), including but not limited to fees associated with building permits, plumbing permits, electrical permits, mechanical permits, irrigation permits, early electrical release permits, early gas release permits, driveway and sidewalk permits, water tap permits, and sewer tap permits; and

WHEREAS, Midland Independent School District ("MISD") plans to develop three new schools (the "Schools") at the locations shown in Exhibits "A", "B" and "C", which are attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to apply the Development Fees that will be paid by MISD in connection with the development of the Schools to the construction of public improvements located within each "1 Mile Buffer" shown in Exhibits "A", "B" and "C";

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

SECTION ONE. That to the extent permitted by law, the Development Fees that will be paid by MISD in connection with the development of the Schools shall be applied to the construction of public improvements located within each "1 Mile Buffer" shown in Exhibits "A", "B" and "C".

SECTION TWO. That the Development Fees collected from MISD in connection with the development of the Schools shall be deposited into unearned income accounts to be appropriated and transferred to project accounts for the purposes described in Section One hereof.

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

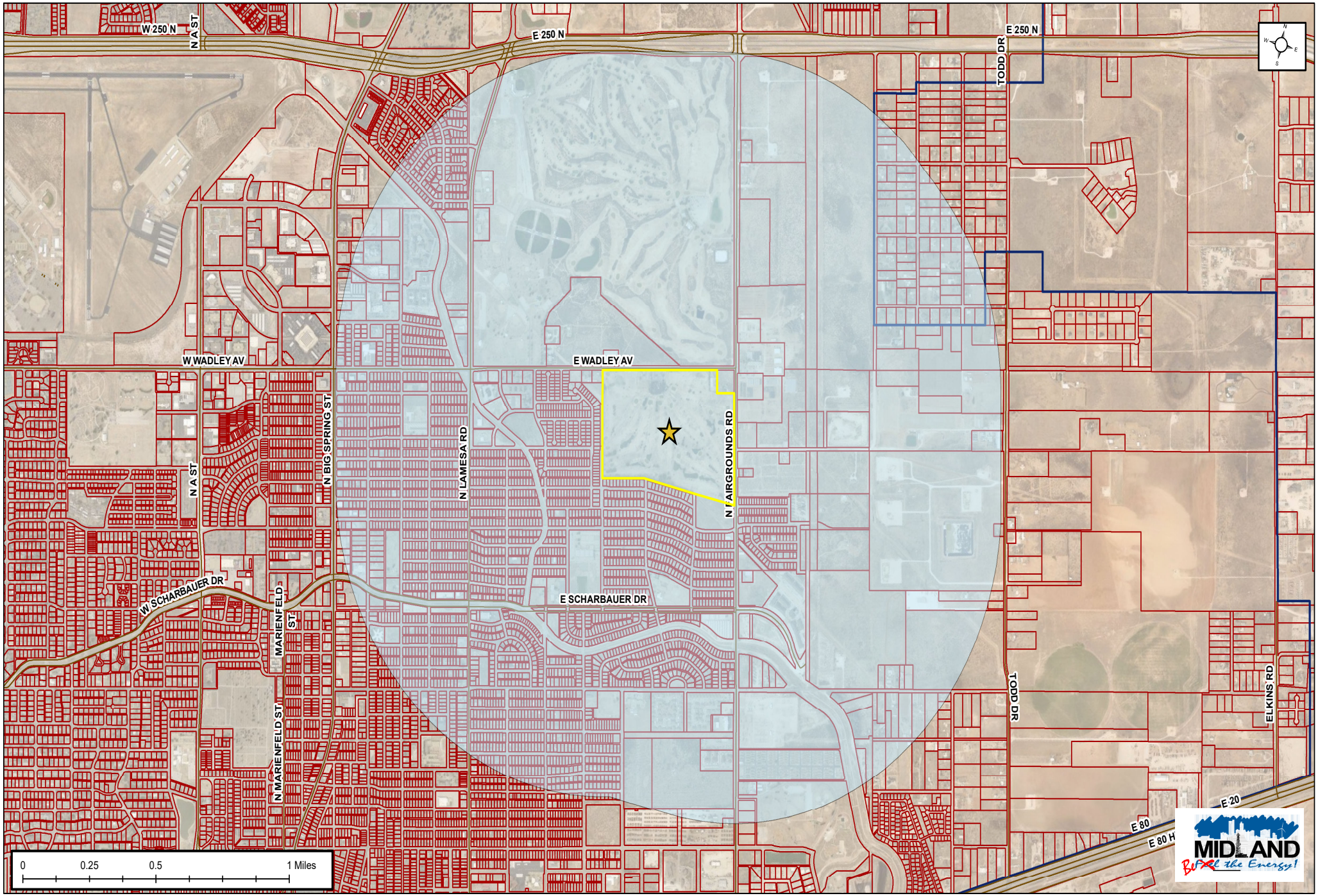
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Assistant City Manager

_____
Kerry J. Koehler, Director of Capital Improvement Projects

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



Legend

1 Mile Buffer

City Limit

Parcel

Future School

PACKET

21.7

Future High School

EXHIBIT "A"

December 12, 2023

Date: 11/29/2023

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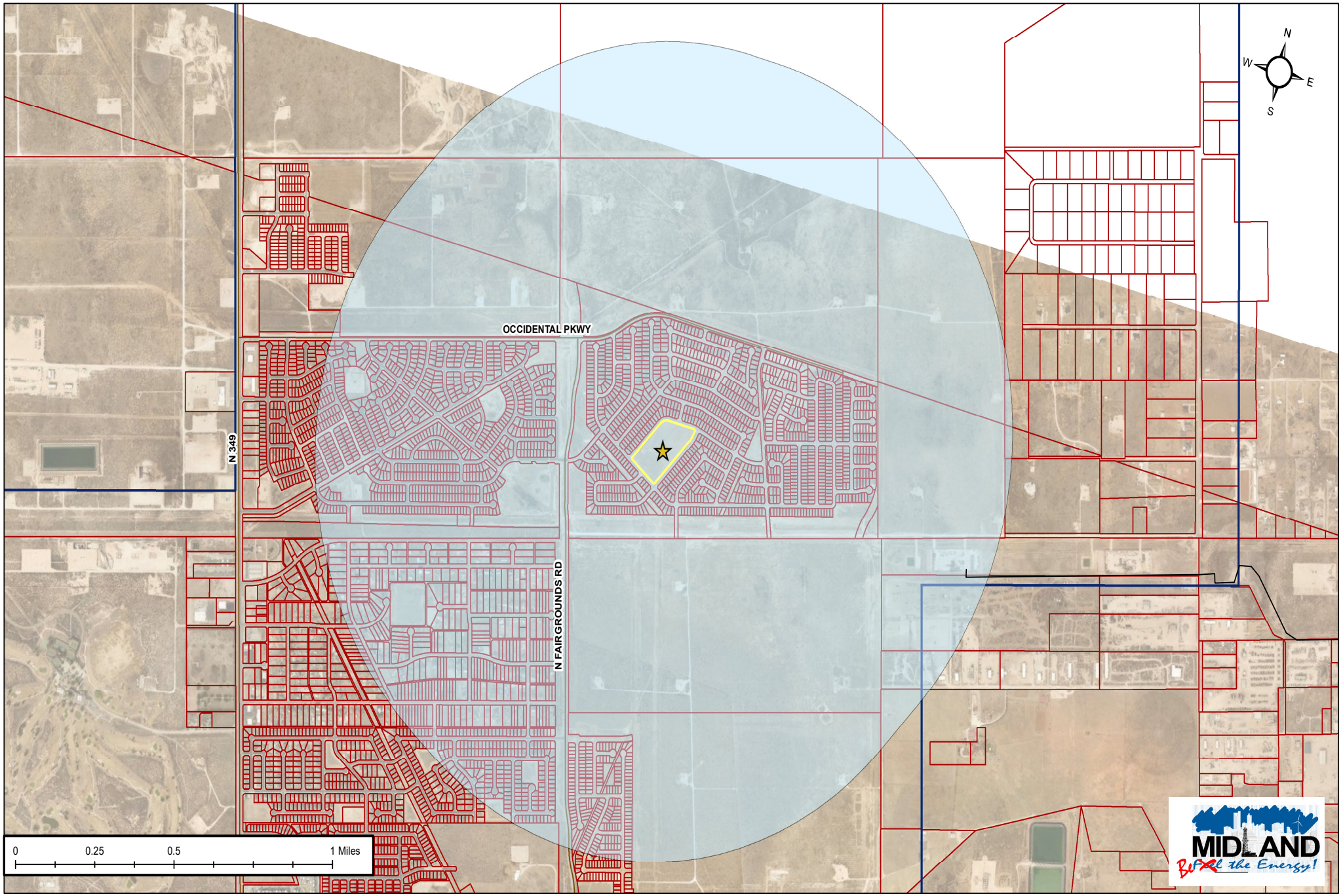

PACKET

21.8

December 12, 2023

Legend

1 Mile Buffer

City Limit

Parcel

Future School

Future Elementary School

EXHIBIT "B"

Date: 11/29/2023

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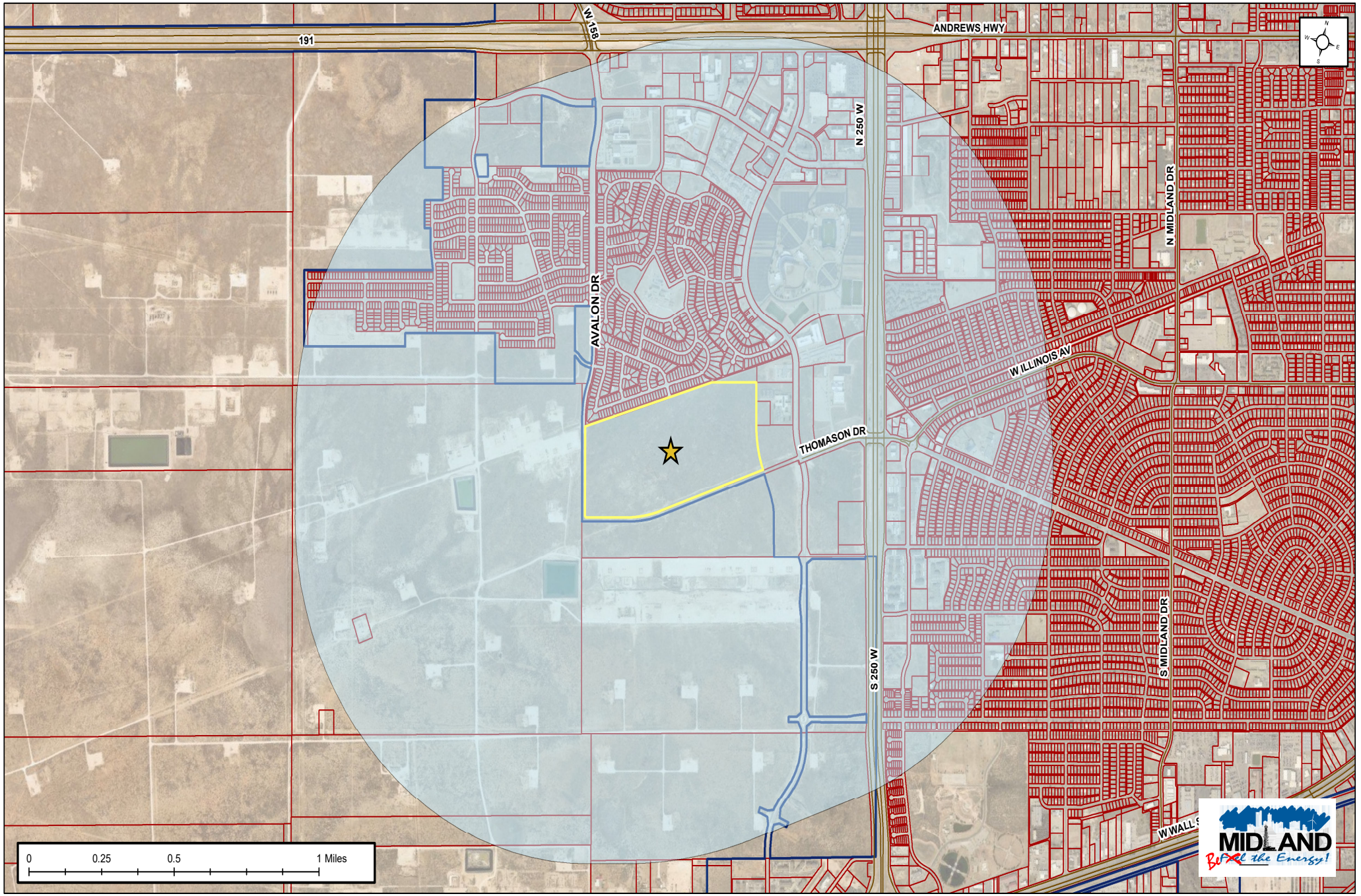

Legend

1 Mile Buffer

City Limit

Parcel

Future School

PACKET

21.9

Future High School

EXHIBIT "C"

December 12, 2023

Date: 11/29/2023

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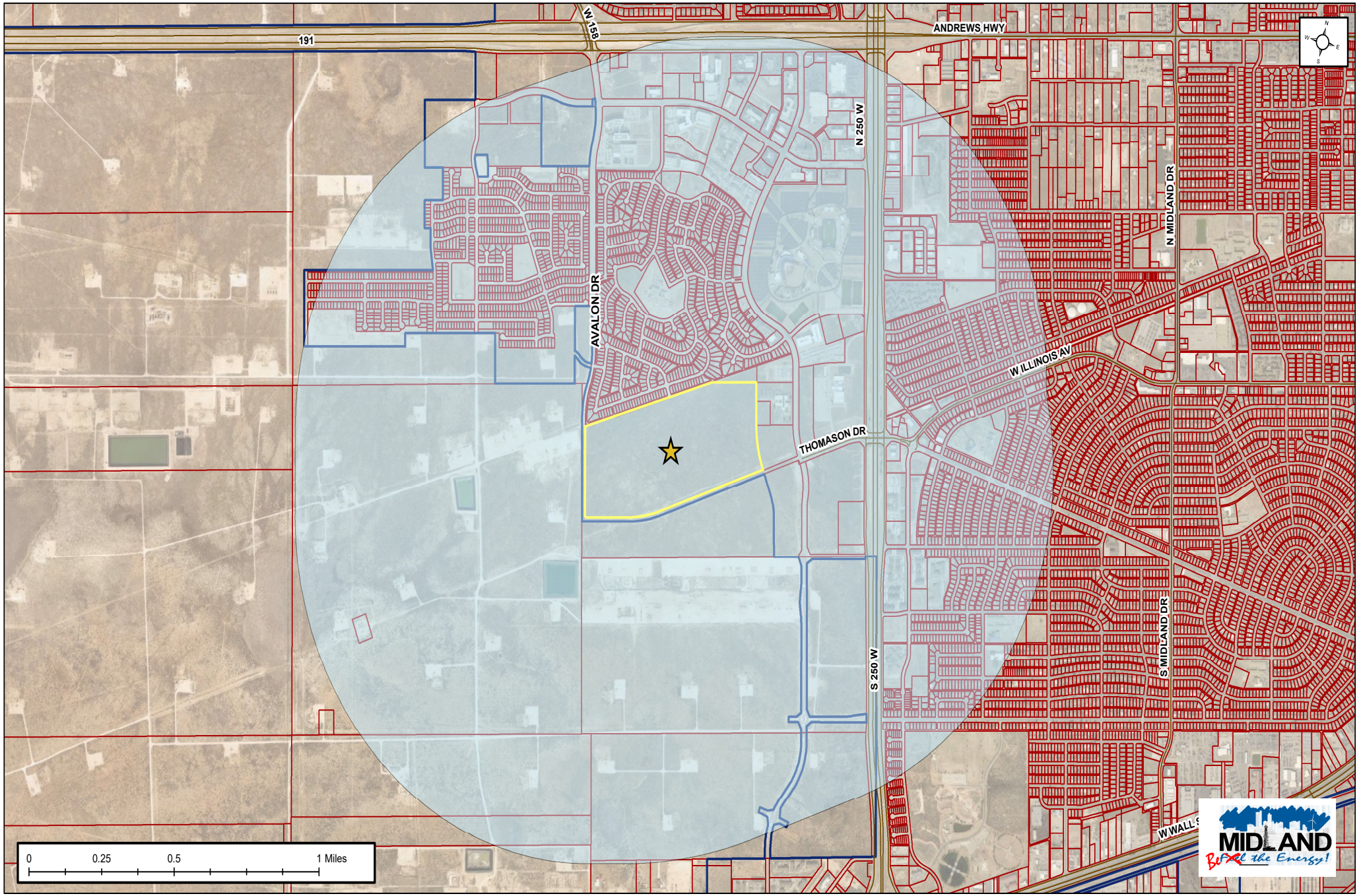

Legend

1 Mile Buffer

City Limit

Parcel

Future School

PACKET

21.10

Future High School

December 12, 2023

Date: 11/29/2023

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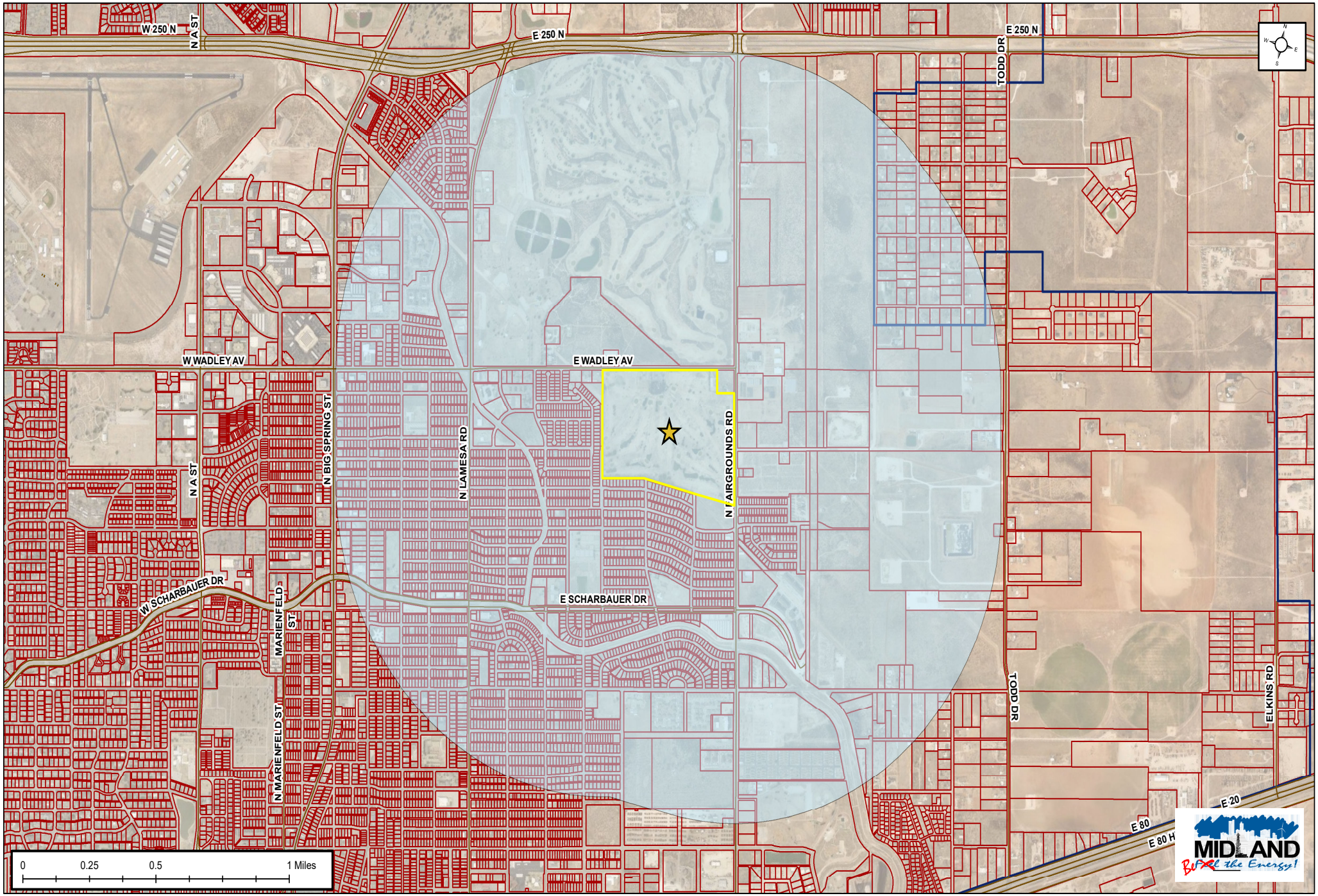

Legend

- 1 Mile Buffer
- City Limit
- Parcel
- Future School

PACKET

21.11

Future High School

December 12, 2023

Date: 11/29/2023

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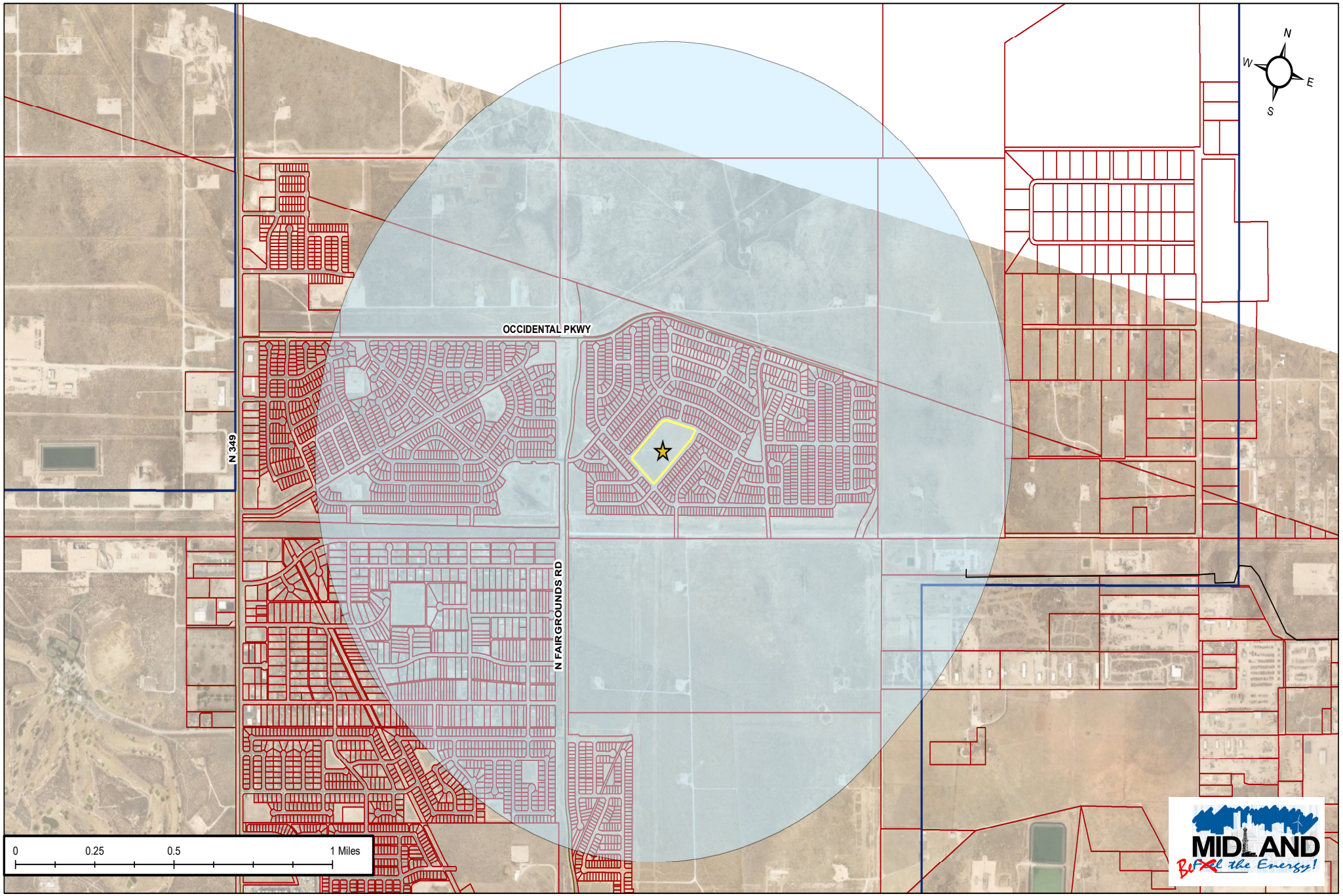

PACKET

21.12

December 12, 2023

Future Elementary School

Legend

- 1 Mile Buffer
- City Limit
- Parcel
- Future School

Date: 11/29/2023

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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 22

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Laurie M. Williams, Interim Community Services Director

Subject: MOTION APPROVING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $150,000.00 AWARDED BY SCHLUMBERGER LIMITED DBA SLB; SAID GRANT FUNDS TO BE USED FOR THE CONSTRUCTION AND INSTALLATION OF CERTAIN PLAYGROUND EQUIPMENT, SOLAR LIGHTING, AND OTHER AMENITIES AT GRASSLANDS PARK (DISTRICT 4) (COMMUNITY SERVICES)

Purpose:

Consider a motion accepting $150,000 from SLB for improvements at Grasslands Park, to include playground equipment, solar lighting, and other amenities.

Recommended City Council Action:

Approve

Fiscal Impact:

$550,000 is available in the Parks Oil and Gas Fund and will be transferred to a project for said purpose. Upon receipt and deposit of the donation, $150,000 will be appropriated and transferred to a project for said purpose.

$700,000.00 will be available in the project for improvements at Grasslands and Tumbleweed Parks. $425,000 will be available for improvements at Grasslands Park and $275,000 will be available for improvements at Tumbleweed Park.

Strategic Priority:

Quality of Life and Place

Discussion:

Staff was contacted by representatives from SLB in August 2023. They expressed an interest in making a donation to the City of Midland to improve a neighborhood park. After several meetings, SLB determined that they were very interested in helping with the proposed improvements at Grasslands Park. They were particularly interested in the possibility of installing solar pedestrian lighting as well as contributing to the plan to install a playground in the park. Staff plans to work with SLB, the Grasslands HOA, and the Parks and Recreation Commission to bring new amenities to Grasslands Park in the spring and summer of 2024. Plans for Tumbleweed Park will follow Grasslands.



City Manager's Office

City Council Meeting

Item Number: **23**

Meeting Date: **December 12, 2023**

To: **City Council / City Manager**

From: **Laurie M. Williams, Interim Community Services Director**

Subject: MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SPECIAL OLYMPICS TEXAS, INC., TO PROVIDE FOR THE ESTABLISHMENT AND ADMINISTRATION OF THE FALL CLASSIC ATHLETIC COMPETITION IN THE CITY OF MIDLAND, TEXAS, AND THE GREATER PERMIAN BASIN **(DISTRICT: ALL) (COMMUNITY SERVICES)**

Purpose:

Motion to execute an agreement with Special Olympics Texas, Inc. to host Fall Classic events in the City of Midland beginning in October 2024.

Recommended City Council Action:

Approve

Fiscal Impact:

Special Olympics Texas is requesting $250,000 for each year the Fall Classic event is held in Midland.

Strategic Priority:

Quality of Life and Place

Discussion:

Midland and Odessa representatives met with Special Olympics on September 20, 2023, to discuss the possibility of bringing their Fall Classic event to West Texas beginning in October 2024. The Fall Classic includes competitions in swimming, golf, equestrian, bocce, and softball, and Special Olympics Texas has identified Hogan Park Golf Course as an ideal location for the golf competitions. Other competitions that will take place in Midland are

swimming at COM Aquatics, equestrian events and opening ceremonies for 2025 and 2027 at the Midland County Horseshoe Arena, and FUNdamental sports at the YoungLife facility. Odessa will be hosting bocce and softball competitions and equestrian and opening ceremonies for 2024, 2026, and 2028. The Fall Classic event is expected to attract 2500 athletes and 5,000 spectators to West Texas.

In order to move the Fall Classic from the Bryan/College Station area to West Texas, Special Olympics has asked for a $500,000 commitment to offset event expenses as well as to help cover some travel expenses for participants and their families. Of this, the City of Midland has been asked to contribute $250,000 each year for 2024, 2025 and 2026, with the option to renew the agreement for two additional years.

City Manager's Office

AGREEMENT
between
THE CITY OF MIDLAND, TEXAS
and
SPECIAL OLYMPICS TEXAS, INC.

This Agreement made and effective this 15th day of November, 2023, between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation, ("*City*"), and **SPECIAL OLYMPICS TEXAS, INC.**, a Texas non-profit corporation, ("*SOTX*").

WITNESSETH:

WHEREAS, City levies a tax within City's corporate limits upon the occupancy of any room or space furnished by any hotel or motel, and pursuant to the provisions of Chapter 351 of the Texas Tax Code, must use such tax revenues to encourage, promote and foster tourism and the convention and hotel industry in the City of Midland; and

WHEREAS, SOTX seeks to establish and administer an athletic competition within the corporate limits of the City of Midland, which features registered and qualified athletes with intellectual disabilities from across the state of Texas who compete in various sporting competitions that include bocce, golf, swimming, equestrian, and FUNdamental Sports; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of providing an effective program to, among other purposes, attract convention delegates and tourists to Midland so as to encourage, promote and foster tourism and the convention and hotel industry;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties do hereby agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall commence on November 15, 2023, and terminate

on November 14, 2026

City shall have the exclusive right to extend this Agreement for up to two (2) additional one-year terms (each, an "*Extension*"). City may only exercise an Extension for years in which the Midland City Council approves the appropriation of Two Hundred and Fifty Thousand and No/100 Dollars ($250,000.00) for the funding of this Agreement. Following such an appropriation by the Midland City Council, City may exercise an Extension by issuing written notice thereof to SOTX.

Notwithstanding any contrary provision contained herein, if the Midland City Council does not approve the appropriation of $250,000.00 for the funding of this Agreement for the proposed Extension period commencing on November 15, 2026, and ending on November 14, 2027, this Agreement shall automatically terminate as of November 14, 2026, without necessity of further notice or demand and the parties shall be released from their respective obligations under this Agreement unless specifically provided for herein. The parties acknowledge and agree that it is in City's sole and absolute discretion whether to: (i) extend the term of this Agreement beyond November 14, 2026; and (ii) appropriate any funding for this Agreement following November 14, 2026.

II. DUTIES OF SOTX

SOTX agrees to perform all actions necessary to establish and administer an athletic competition (the "*Fall Classic*"), portions of which (e.g., the golf tournament pursuant to Article II.G) shall occur within the corporate limits of the City of Midland, to include a variety of Olympic-type sports for registered and qualified individuals with intellectual disabilities. Said actions shall include the following:

A. Host and promote the Fall Classic to encourage tourism and the convention and hotel within the City of Midland.

B. Provide sufficient staffing, equipment, transportation of equipment, transportation of personnel, transportation of delegations, meals, hotel accommodations, and other necessary functions required to successfully administer the Fall Classic.

C. Contract and pay for all goods and services necessary for the operation and successful administration of the Fall Classic.

D. Advertise the Fall Classic's relocation to the City of Midland.

E. Solicit and encourage athletes from across the state to attend and participate in the Fall Classic in the City of Midland.

F. Purchase and maintain the insurance policies referenced below for the term of the Agreement.

G. Hold a golf tournament as part of the Fall Classic at Hogan Park Golf Course, which will first be scheduled to commence on October 3, 2024, and will subsequently be scheduled for the month of October in the following years during the term of this Agreement. The obligation to hold said golf tournament shall apply to any Extension. Following any Extension, the parties shall convene a meeting within thirty (30) days for the purpose of scheduling the golf tournament for the Extension.

H. Comply with the requirements of the Midland City Code and other applicable law in connection with its use of Hogan Park Golf Course.

I. Submit Extension funding requests in the form of timely and complete hotel/motel funding applications. SOTX's submitted hotel/motel funding application(s) shall be reviewed and considered by City's Hotel/Motel Advisory Board in accordance with its standard practices and procedures. Following the Hotel/Motel Advisory Board's review and issuance of any recommendation to the Midland City Council, the Midland City Council may (but is not required to) approve Extension funding to be paid to SOTX for purposes consistent with this Agreement.

III. DUTIES OF CITY

As compensation for the performance of SOTX's duties and obligations under this Agreement, City agrees to pay to SOTX the sum of **Two Hundred Fifty Thousand and No/100 Dollars** ($250,000.00) per year during the term of this Agreement. The City's annual payment shall be due on or before April 1 of each year during the term of this Agreement. Additionally, City shall provide for SOTX's use of an 18-hole course of City's

choosing located at Hogan Park Golf Course in connection with SOTX's obligation to hold a golf tournament as part of the Fall Classic referenced in Article II.G. SOTX shall not be charged any form of a fee or cost for its use of the 18-hole course in connection with its obligation to hold a golf tournament.

IV. COMPENSATION LIMITATIONS; ACKNOWLEDGEMENTS

SOTX understands that all monies paid by City to SOTX under this Agreement are derived from the tax revenues collected under City's hotel occupancy tax ordinance, and that City has estimated said tax revenues to be collected during the term of this Agreement in its budget for the fiscal years 2023-2024, 2024-2025, and 2025-2026. SOTX acknowledges and agrees that: (i) it has received no assurance or indication that this Agreement will be extended or renewed beyond November 14, 2026; and (ii) if the Agreement is not extended beyond November 14, 2026, the total amount of funds to be paid by City to SOTX shall not exceed $750,000.00.

V. INDEMNITY

SOTX 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 DEATHS, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SOTX, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM SOTX'S USE OF OR ACTIVITIES ON CITY-OWNED PROPERTY, AND SOTX SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS BASED ON A FINDING OF SUCH NEGLIGENT ACT OF SOTX THAT MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES .

THE OBLIGATIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

VI. INDEPENDENT CONTRACTOR

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

VII. REPORTING

Beginning on January 15, 2025, and each year thereafter during the term of this Agreement, SOTX shall submit a report of its accomplishments regarding the Fall Classic and related activities to the City Secretary. Said reporting shall be in a form reasonably acceptable to City, and City shall be entitled to request that SOTX supplement its report with additional information. Upon receiving such a request from City, SOTX shall endeavor to accommodate City's request within thirty (30) days thereafter. If SOTX is

unable to provide such additional information, SOTX shall provide a written certification to City detailing the reason(s) it is unable to accommodate the City's request.

VIII. INSURANCE

SOTX shall procure and maintain, for the term of this Agreement, the following insurance policies in the following amounts:

A. Comprehensive general liability insurance that: (i) covers SOTX, (ii) names City as an additional insured, and (iii) waives all rights of subrogation in favor of City. Said insurance shall protect City and SOTX against any and all liability for death, personal injury, and accidental death, loss or damage arising out of or connected with the condition, occupation, or use of Hogan Park Golf Course by SOTX, its employees, agents, contractors, licensees, invitees, sublessees, and guests. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by SOTX and approved by City. The insurance provided pursuant to this Article VIII.A shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence.

B. SOTX shall carry worker's compensation insurance in the amount required by law. Such insurance shall waive all rights of subrogation in favor of City.

C. SOTX shall require any subcontractor with which it contracts to procure and carry at its expense, throughout the term of that agreement, a policy of public liability insurance with limits of not less than $100,000.00 per person and $300,000.00 for each single occurrence for bodily injury or death, and $100,000.00 for each single occurrence for injury to or destruction of property. City shall be listed on this policy as an additional insured. This policy shall waive all rights of subrogation in favor of City.

D. SOTX shall submit certificate of insurance evidencing the above policies in forms that meet the requirements of Chapter 1811 of the Texas Insurance Code. SOTX shall not submit a certificate of insurance that fails to meet said requirements or to

insert inappropriate language on any required certificate. Compliance with state law is the sole responsibility of SOTX.

E. SOTX agrees that if it does not keep the insurance policies required by this Article in full force and effect as required by this Agreement, City may notify SOTX of this failure, and if SOTX does not deliver to City certificates showing all such insurance to be in full force and effect within ten (10) days after such notice, City may, at its option, take out and/or pay the premiums on the insurance policies needed to fulfill SOTX's obligations under this Agreement. Upon demand from City, SOTX shall reimburse City the full amount of any insurance premiums paid by City pursuant to this Article, with interest at the rate of ten percent (10%) per annum from the date of City's demand until the date of reimbursement by SOTX.

IX. NON-DISCRIMINATION

SOTX, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the ground of race, color, national origin, or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in connection with SOTX's use of Hogan Park Golf Course.

X. INSOLVENCY

If, at any time during the term of this Agreement, there shall be filed by or against SOTX in any court pursuant to any statute either of the United States or of any other state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of SOTX's property or if SOTX makes an assignment for the benefit of creditors, this Agreement, at the option of City, may be canceled and terminated.

XI. DEFAULT

If SOTX fails to perform any of the obligations contained herein and such failure continues for a period of not less than thirty (30) days after City has notified SOTX in writing of SOTX's claimed failure hereunder, then City may, at its option, immediately or

at any time thereafter without demand or notice, cancel this Agreement in its entirety at no cost or penalty to City. The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant.

XII. ASSIGNMENT

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

XIII. AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached hereto and incorporated into this Agreement.

XIV. 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.

XV. ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, SOTX AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. SOTX SPECIFICALLY AGREES THAT IF IT 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, SOTX AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

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

XVI. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas.

XVII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, SOTX HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, ITS AGENTS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY

KIND WHATSOEVER THAT SOTX HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, AND CITY'S NEGLIGENCE.

XVIII. 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.

[Signature Pages Follow]

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

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

SPECIAL OLYMPICS TEXAS, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____, _____ of **SPECIAL OLYMPICS TEXAS, INC.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of _____, 2023.

_____
Notary Public, State of Texas

City Council Meeting

Item Number: 24

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PRELIMINARY PLAT OF HARMONY SCHOOL ADDITION, SECTION 1, BEING A 30.96-ACRE TRACT OF LAND LOCATED IN SECTION 19, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTH OF EAST LOOP 250, APPROXIMATELY 115 FEET EAST OF MEADOWSIDE STREET) (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, LCA, is requesting to plat a 30.96-acre tract for the future development of a school. The Planning & Zoning Commission recommended approval of this request on November 6, 2023.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

AE, Agricultural Estate District, in part, and SF-1, Single-Family Dwelling District

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: Okay as shown.[For the Applicant’s information only.]

PAVING: LOOP 250 Frontage Road is TxDOT facility, built and maintained by TxDOT, no improvements required. [For the Applicant’s information only.]

WATER: Extend water main along Loop 250 frontage road. [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: 6” sewer exists in alley, okay as is. No public wastewater improvements required. [For the Applicant’s information only.]

DRAINAGE: Drainage report is approved for platting purposes. [For Applicant’s Information

Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

OIL AND GAS: (Approved with Conditions)

The Plugged and Abandoned (P&A) well identified per RRC map Well No. 2 Hofferkamp "D" #1 was identified on previous plat reviewed in September and now has been removed. The P&A well needs to be identified. Previously requested -in the notations #9 include "No structure shall be built over an abandoned well."

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)

Please label plat to the west of this plat. (Sunset Ridge) Call on east of plat should be S14-24-40E (currently N14-24-40W)

CRMWD:

We do not have any comments on this plat.

PLANNING: (Approved with Conditions)

At the final plat stage:

Provide proof of ownership as it doesn't match what is on MCAD.

Add a locator map. 11-2-3(A)1(b)

The Secretary of the Planning and Zoning Commission is now Cristina O. Burns. Please Change the name of the Secretary. [Informational]

The acknowledgement should read: This plat was acknowledged before me on (DATE) by (NAME OF OWNERS SIGNING ABOVE). 11-2-3(H)3(m)

Staff recommends approval of the Preliminary Plat of Harmony School Addition, Section 1, subject to conditions A and B.

Condition:

A. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas.**

B. **Approval by the City Council shall be required prior to consideration of a final plat by the commission on which any preliminary plat which: Is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation. [Midland City Code 11-2-3(D)11(a)6].**

Attachments:

Proposed Preliminary Plat
Application
Maps

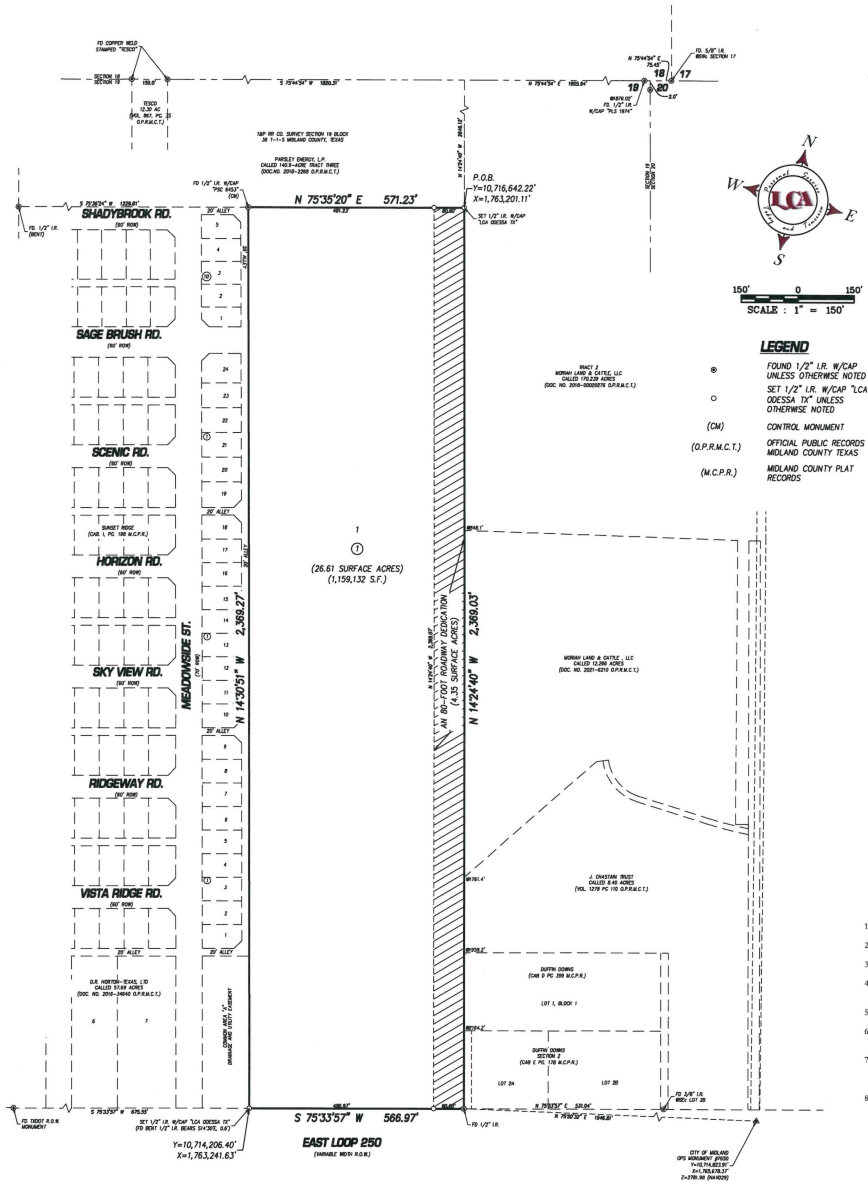
City Manager's Office

PACKET 24.5 December 12, 2023

PRELIMINARY PLAT

HARMONY SCHOOL ADDITION, SECTION 1

BEING A 30.96-ACRE TRACT LOCATED IN SECTION 19, BLOCK 38, T-1-S
T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND COUNTY, TEXAS



LEGEND

●	FOUND 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
○	SET 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
(CM)	CONTROL MONUMENT
(O.P.R.M.C.T.)	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY TEXAS
(M.C.P.R.)	MIDLAND COUNTY PLAT RECORDS

METES & BOUNDS DESCRIPTION
OF A 30.96-ACRE TRACT
LOCATED IN SECTION 19, BLOCK 38, T-1-S
T&P RR CO. SURVEY
MIDLAND COUNTY, TEXAS

BEING A 30.96-ACRE TRACT THAT IS THE SAME 30.84 +/- ACRE TRACT AS DESCRIBED IN DOCUMENT NO. 2023-22080 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS LOCATED IN SECTION 19, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at (Y= 10,716,642.22' & X= 1,763,201.11') a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the northeast corner of this tract on the south line of that certain remainder of a 140.9-acre Tract Three as described in Document No. 2018-2268 of said Official Public Records of Midland County Texas, and the west line of that certain called 170.239-acre tract as described as Tract 2 in Document No. 2018-00020276 of said Official Public Records of Midland County, Texas, whence the computed northeast corner of said Section 19 bears North 14°24'40" West, pass a ½" Iron Rod at 2,643.74 feet, in all a total distance of 2,646.12 feet to the northeast corner of said 140.9-Acre Tract and the northwest corner of said 170.239-Acre Tract on the north line of said Section 19, and North 75°44'54" East pass a ½" Iron Rod with cap marked PLS 1974 at 1,876.02 feet, in all a total distance of 1,905.94 feet, referenced by a 5/8" Iron Rod accepted as the southeast corner of Section 18 of said Block 38 bears North 75°44'54" East, a distance of 75.45 feet;

THENCE South 14°24'40" East with the east line of said 140.9-Acre Tract, pass the northwest corner of a certain 12.266-Acre Tract as described in Document No. 2021-6210 of said Official Public Records of Midland County, Texas, at 848.1 feet, pass the northwest corner of that certain 8.40-Acre Tract as described in Volume 1278 Page 110 of said Official Public Records of Midland County, Texas, at 1,716.4 feet reference by a ½" Iron Rod bearing North 34°44'East, a distance of 5.1 feet, pass the northwest corner of Lot 1 Block 1 DUFFIN DOWNS, as described in Cabinet D Page 399 of the Midland County Plat Records at 1,959.2 feet referenced by a ½" Iron Rod bearing North 77°48' East, a distance of 2.4 feet, pass the northwest corner of Lot 2A Block 1 of DUFFIN DOWNS, SECTION 2 as described in Cabinet E Page 178 of said Midland county Plat Records at 2,164.2 feet, in all a total distance of 2,369.03 feet to a ½" Iron Rod (Control Monument) found at the southeast corner of said 140.9-Acre Tract and the southwest corner of said Lot 2A on the north right-of-way line of LOOP 250, as described in Volume 756 Page 157 of said Official Public Records of Midland County, Texas, whence a bent 3/8" Iron Rod found at the southeast corner of Lot 2B of said DUFFIN DOWNS SECTION 2COPY bears North 75°33'57" East, a distance of 531.04 feet;

THENCE South 75°33'57" West with the south line of said 140.9-Acre Tract an the north right-of-way of said LOOP 250, pass a ½" Iron Rod with cap marked "RPLS 6453" at a distance of 526.95, continuing fro total distance of 566.97 feet a ½" Iron Rod with cap marked "LCA ODESSA TX" set at the southwest corner of this tract, the southwest corner of said 140.9-Acre Tract and the southeast corner of SUNSET RIDGE subdivision as described in Cabinet J, Page 198 of said Midland county Plat Records, whence a ½" Iron Rod (bent) bears South 14°30' East, a distance of 0.6 feet and a Texas Department of Transportation concreted right-of-way monument (Control Monument) bears South 75°33'57" West, a distance of 675.55 feet;

THENCE North 14°30'51" West with a west line of said 140.9-acre tract and the east line of said SUNSET RIDGE, a distance of 2,369.27 feet to a ½" Iron Rod with cap marked "PSC 6453" (Control Monument) found at the northwest corner of said SUNSET RIDGE and an interior ell corner of said 140.9-Acre Tract;

THENCE North 75°35'20" East with a south line of said remainder of a 140.9-acre tract, a distance of 571.23 feet to the Point of the Beginning containing 30.96-surface acres. The bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Midland GPS Control Monumnent "7650" (Y=10,714,823.91' and X=1,765,678.37') with a Theta Angle of -00°52'57" with a Combined Grid Factor of 0.9999116689 as published in US Survey feet.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Dr. Nihat Bayhan do hereby adopt this plat designating the herein described property as, Harmony School Addition, Section 1 an addition to the City of Midland, Midland County, Texas and do hereby dedicate to the public use forever the streets, alley and easements shown thereon for the purpose and consideration therein expressed, and an easement of egress and ingress for trash collection, and location and maintenance of trash containers, and as a condition of said easement that no construction shall commence on the said lot or lots until the exact location of said containers there with have been selected and approved by the Director of Utilities.

DR. NIHAT BAYHAN
DEPUTY SUPERINTENDENT HARMONY PUBLIC SCHOOLS

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 Dr. Nihat Bayhan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____ 2023.

My commission expires: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE:
KNOW ALL MEN BY THESE PRESENTS:

That I, John F. Landgraf, 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 monumentn shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Midland, Texas.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE, AND SHALL NOT BE USED FOR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
2023-10-02

JOHN F. LANDGRAF, R.P.L.S. # 2410

THE UTILITY COMPANIES CERTIFICATE

This plat has been checked for accessibility of utilities

ATMOS ENERGY

AT&T TELEPHONE COMPANY

ONCOR ELECTRIC

OPTIMUM

ASTOUND BROADBAND

GENERAL NOTES

1. Approval of a site plan by the City of Midland may be required before this lot may by developed and before a building permit may be obtained.
2. Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law subject to fines and withholding of utilities and building permits.
3. According to the FEMA Flood Insurance Rate Map Number 48329C0100F Dated September 16, 2005 shows this property lies in Zone "X".
4. Beatings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, central zone, based on the city of midland GPS control monument "7650" (Y=10,714,823.91' and X=1,765,678.37') with a theta angle of -00°52'57" with a combined grid factor of 0.999916689 as published in US Survey Feet.
5. All lot corners shall be monumented with a 1/2 inch iron rod with a plastic cap stamped "LCA ODESSA TX" unless otherwise noted.
6. Comply with the existing drainage analysis titled _____, sealed by Levi Bryand P.E., and approved by the City of Midland on _____ 2023 by Adrian Acosta, or any revisions, corrections, amendments, or replacements of this drainage analysis that are approved by the City of Midland.
7. 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 in fees may not be addressed against the tract unless the number of service units to be developed on the tract increases.
8. Restrictions recorded in volume 391, page 543, volume 391, page 545 and volume 391, page 548, deed records midland county, Texas. No open pit nor shaft and drift mining operations shall hereafter be carried on upon the subject premises. mineral production operations by means of the drilling of wells are hereby expressly authorized. such drilling operations shall be restricted to the drilling of wells at or within 50 feet of the center of each quarter quarter section of the subject premises and not elsewhere mineral productions facilities other than access roads and pipelines are hereby restricted to an area not exceeding 150 feet in radius around the center of each quarter quarter section of the subject premises . neither buyer, his heirs of assigns, shall ever erect any buildings or other permanent improvements (except street paving, curb and gutter, water, sewer, electric and telephone lines) nearer than 150 feet from the center of any regular quarter quarter section of the subject premises, nor shall buyer, his heirs of assigns construct any permanent paved street or roadway nearer than 100 feet from the center of any such quarter quarter section..
9. The information shown for the plugged oil well, Well No. 2 Hofferkamp "D" lease operated by discovery operating co. was provided by the Texas Railroad Commission's GIS site.

CERTIFICATE OF APPROVAL

For approval by the Commission:

This is to certify that the above and foregoing Harmony School Addition, Section 1 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas

on this _____ day of _____, 2023.

SIGNED: _____
CHAIRMAN OF PLANNING & ZONING
LUCY SISNIEGA

SIGNED: _____
SECRETARY OF PLANNING & ZONING
JEFF FISHER

OWNER: HARMONY PUBLIC SCHOOLS
(a Texas non-profit corporation)
9321 W. SAM HOUSTON PKWAY S
HOUSTON, TEXAS 77099
(713)-343-3333

ENGINEER: LANDGRAF, CRUTCHER & ASSOC. INC.
521 NORTH TEXAS
ODESSA, TEXAS 79761-5131
PHONE: (432) 332-5058

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

No. _____

DATE _____

HARMONY SCHOOL ADDITION, SECTION 1

LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com
Personal Service, Today and Tomorrow

F.W.G. _____ K.T. _____
S.V.Y. _____ D.F.T. _____
LCA JOB No. 2022-043

LCA Job # 23-045

MIDLAND Planning Division

Preliminary Plat Application

Project Number: SUB-23-0675

Case Number: _____

Proposed Subdivision Plat Name: Harmony School Addition, Section 1

Legal Description (attached sealed Metes and Bounds): Being a 30.96-Acre tract of land located in Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Property Owner Harmony Public Schools Attn: Nihat Bayhan, Deputy Superintendent Printed Name:		Phone (713) 343-3333 Email nbayhan@harmonytx.gov	
Address 9321 W. Sam Houston Parkway S	City Houston	State TX	Zip 77099

Developer *(if different than Owner)* Printed Name: Gignac Architects		Phone (361) 884-2661 Email nickgignac@gignac-associates.com	
Address 416 Starr	City Corpus Chrisit	State TX	Zip 78401

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Landgraf, Crutcher & Associates Printed Name: LCA		Phone (432) 332-5058 Email lca@lcaodessa.com	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Current Zoning: AE

Reason for Platting: Development of a School Site

Plat Information	Total Acreage: 30.96
Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)	
Number of Residential Lots: 1	Number of Multi-Family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

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: 10/09/23

Property Owner (printed) : NIHAT BAYHAN

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared NIHAT BAYHAN who, being by me duly sworn, upon oath says: That (s)he is authorized by HARMONY PUBLIC SCHOOLS, 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 9th day of October, 2023, to certify which witness my hand and seal of office.

AMINE EL HIYAT
Notary Public, State of Texas
Comm. Expires 12-02-2024
Notary ID 132807079

[signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

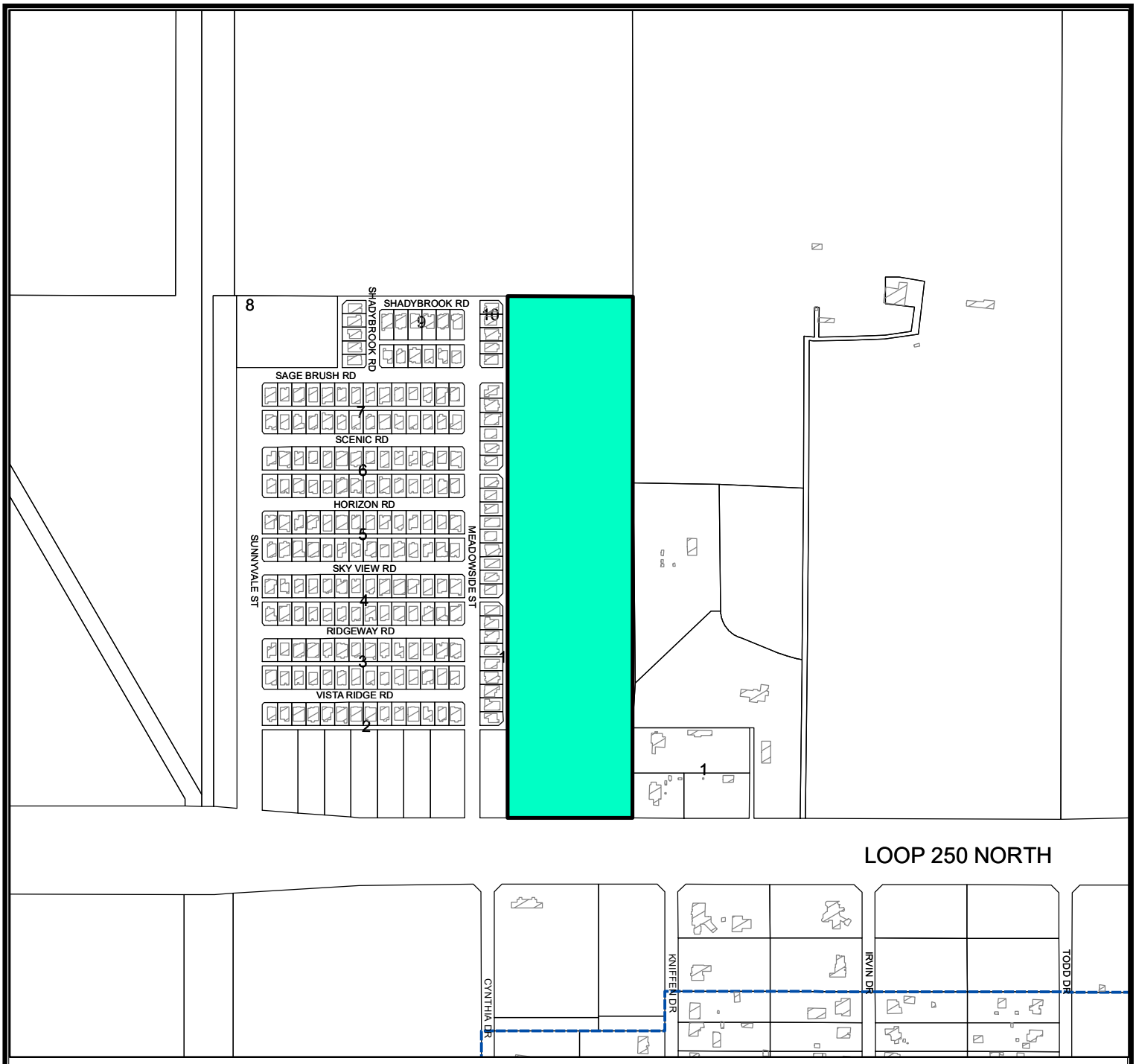
- ☑ Property Owner Authorization
- ☑ 1 Copy of Dimensioned Plat
- ☑ Plat in Digital Format (PDF/JPEG)
- ☑ Application Fee
- ☑ 1 Copy of Plat (11x17)

Check # 41674

RECEIVED OCT 09 2023

Received By: [signature] Date:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

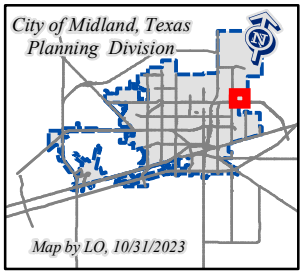
SUB-23-0675 **Scale: 1" = 7,790'**

Proposed Plat of Harmony School Addition, Section 1, being a 30.96-acre tract of land located in Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located north of East Loop 250, approximately 115-feet east of Meadowside Street (DISTRICT 1)

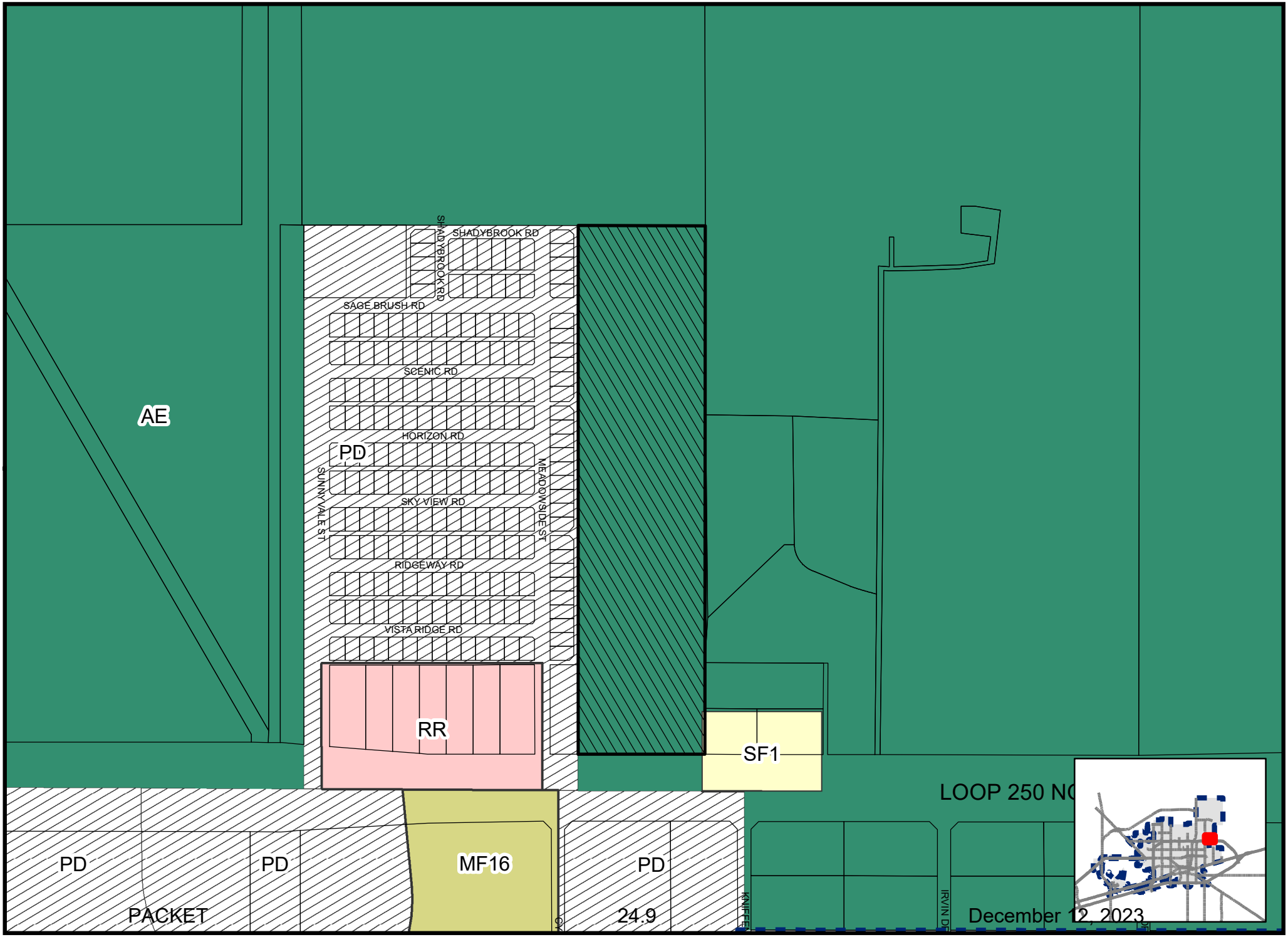
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

December 12, 2023



Map By LO, 10/31/2023

SUB-23-0675

Scale: 1" = 6,466'

ZONING MAP

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City Council Meeting

Item Number: 25

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: Motion approving the receipt and filing of the Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program Year 2022/2023 (DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Receive and file the Consolidated Annual Performance and Evaluation Report for CDBG PY 2022/2023.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No impact on the budget.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

Attached is a draft copy of the Consolidated Annual Performance and Evaluation Report (CAPER). The report is on file with the City Secretary. The CAPER is a document that describes the past year's performance related to the City's Consolidated Plan for Community Development and Housing Funds. The U.S. Department of Housing and Urban Development (HUD) requires the report due to the City being a Community Development Block Grant recipient. The CAPER was subjected to a citizen review period that ended December 11,

2023. Minor changes may be made prior to submission. We must deliver/submit the CAPER to HUD by December 29, 2023.



City Manager's Office

City of Midland Community Development

Consolidated Annual Performance and Evaluation Report (CAPER)

CDBG PY2022-2023



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) presents the accomplishments made from October 1, 2022, to September 30, 2023, towards implementing the City of Midland's Consolidated Plan for Community Development and Housing Funds. The program year covered the second year of the current Consolidated Plan. The U.S. Department of Housing and Urban Development (HUD) requires the city to prepare a Consolidated Plan as a pre-requisite for participation in various HUD programs including the Community Development Block Grant (CDBG). CAPER consists of narrative text presented in a format answering numerous questions from HUD and an appendix that contains back up documents and other essential information. The Community Development Block Grant is the only HUD grant allocated directly to the City of Midland. CDBG funds were allocated in the following ways to achieve our program objectives during the past year: Affordable housing, Homeless services, Infrastructure Improvements, public services and CV19 services.

An assessment of the progress made in addressing the priority needs and objectives of the Five-Year Consolidated Plan is included. The CDBG staff has determined that substantial progress is being made in the aggregate in meeting the Consolidated Plan objectives. The CDBG staff has continued to step to address various federal requirements such as *Affirmatively Furthering Fair Housing* as well as monitoring and implementation strategies to maintain affordable housing, reducing lead-based paint hazards, and eliminating barriers to affordable housing. staff then focused on specific responses to the following need areas: Greenwood Addition, Southern Addition, Moody, South Park, TrueLand neighborhoods.

During PY22 the City continued to work towards accomplishing the five-year goals set out in the consolidated plan. During the program year several of programs awarded continue to experience staffing issues, two public facility projects at the Southeast Senior Center is still ongoing. Two infrastructure projects were completed in the PY22 program year. The CDBG office is still on track to meet or exceed most goals set in the consolidated plan, with eight primary objectives already met. The City of Midland Home-Owner Rehabilitation program continues to see progress with thirty-two home repairs. This year an average of $5,900 was spent per home on minor repairs. The City of Midland CDBG office continues to struggle with contractors being able to carry out home repairs for homeowners within the current $5,900 limit. We actively recruit potential vendors to perform the needed project for our community at a affordable rate. During the program year the city received over $123,536 in Program Income; the majority of this came from the repayment of the CDBG reconstruction loans. Funds were reallocated back to a project that is designated as high priority. In the PY2022 program year the CDBG Office will increase outreach and communication with local vendors to become a part of the CDBG office contracting vendors list.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete
Affordable Homebuyers Housing Assistance	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	80	0	0.00%
Affordable Housing Development	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	50	0	0.00%
Bunche Elementary Crossing Safety Light	Safe routes to school	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	0	0.00%
Casa De Amigos Senior Grab-N-Go Meals	Senior Services	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	440	0	0.00%
City of Midland Health Department COVID -19	COVID-19 related health needs	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	5000	0	0.00%
City of Midland Health Department COVID -19	COVID-19 related health needs	CDBG: $	Jobs created/retained	Jobs	10	0	0.00%
Clearance and Demolition	Removal of delapidated housing from neighborhoods	CDBG: $	Buildings Demolished	Buildings	10	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	15	0	0.00%

Emergency Homeless Shelter COVID boarding recovery	Homeless	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	20	0	0.00%
Essential Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	460	2161	469.78%
Essential Services	Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	
Essential Services	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	93	
Homeless Meals Program	Homeless	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	100	
Homeless Meals Program	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	1571	100	6.37%
Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4300	440	10.23%
Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	
Public Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1910	331	17.33%
Public Services	Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	

Rental Housing Subsidies	Affordable Housing	CDBG: $	Homelessness Prevention	Persons Assisted	100	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The city has a remaing balance of funding through the Coronavirus Aid Relief and Economic Security Act (CARES ACT) in addition to it annual allocation of CDBG funding. The cdbg Economic Development, Infrastructure Improvements,Essential Services and Emergency Homeless Services.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	377
Black or African American	227
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**604**
Hispanic	261
Not Hispanic	343

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The racial and ethnic composition of assistance describes the characteristics of families/households/persons assisted and ethnic status by estimates and hard data due to limited demographics information with hard to serve communities. It provides an assessment of the relationship between the use of CDBG funds and CDBG CV19 funds to assist in the priorities and specific objectives outlined in the Consolidated Plan. CR10 data does not include all race types reported in IDIS and therefore does not represent the total families served. Prior census data demonstrated that most of the low and moderate income (LMI) census tracts were in the southern and eastern quadrant of the city. This area was targeted during the last Consolidated Plan due to the continued higher the average poverty ratio. New census data gathered during the development of the Consolidated Plan showed a stabilization in the number of LMI census tracts throughout the city. This is the basis for targeting specific geographical locations within our jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There are pockets of poverty and unemployment in the historically minority communities but the cdbg office is working with other departments and agencies to create new investments and revitalization opportunities. The areas are historically blue-collar working-class neighborhoods with extensive underdeveloped streets, sidewalks, and recreational facilities. HUD funds expended during this program year, approximately 80%, were spent on activities that were identified to serve persons with a presumed benefit (Seniors, youth, and special needs) located within the designated target areas. This percentage includes CDBG Public Service activities, emergency shelter and crisis intervention management services. The CDBG office adapted by use of virtual appointments and phone/scan applications. In addition, the low availability of housing stock and the high competitiveness in the housing market priced many first-time homebuyers out of the market.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,583,753	1,525,054

Table 3 - Resources Made Available

Narrative

Previous target areas of the low and moderate income (LMI) census tracts had been in the southern quadrant of the city and this area was targeted during the last Consolidated Plan. New census data, gathered during the development of the Consolidated Plan, showed a potential rise in the number of LMI census tracts throughout the eastern part city and specific pockets (blocks) of poverty as a whole; this is the basis for targeting specific geographical locations within the jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There is a high level of poverty and unemployment, but also areas available where new investments and revitalization can occur. HUD funds expended during this program year, approximately 90%, were spent on activities that were identified to serve beneficiaries located within the designated target areas.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BRADFORD PARK/2004 TARGET AREA			
City of Midland			City-wide
Greenwood Addition	10		
Low and Moderate Income Census Tracts	70		Low/Moderate Income
MLK	10		
MULBERRY DRAW			
Ratliff Park 2017			
SAN JUAN 2021 TARGET AREA			
Southern Addtion	5		
SPARKS PARK			
WASHINGTON PARK/2005 TARGET AREA	5		

Table 4 – Identify the geographic distribution and location of investments

Narrative

The geographic distribution of CDBG funds were allocated primarily in the qualified low-moderate

income census tracts as well as Greenwood and Southern Additions of Midland.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG office continues to target areas of the low and moderate income (LMI) census tracts within the in the southern and eastern quadrant of the city and this area was targeted during the last Consolidated Plan. New census data, gathered during the development of the Consolidated Plan, showed a potential rise in the number of LMI census tracts throughout the eastern part city and specific pockets (blocks) of poverty as a whole; this is the basis for targeting specific geographical locations within the jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There is a higher level of poverty and unemployment than in other parts of the city. HUD funds expended during this program year, approximately 90%, were spent on activities that were identified to serve beneficiaries located within the designated target areas. This figure includes CDBG Public Service activities, emergency shelter and crisis management services.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	220	307
Number of Non-Homeless households to be provided affordable housing units	19	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**239**	**307**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	20	32
Number of households supported through Acquisition of Existing Units	0	0
Total	**20**	**32**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In PY21 CDBG office had to adjust the program focus in tis minor repair programs due to inflationary cost of goods and services throughout our city. Housing stock for persons at or below 70% AMI is extremely difficult to find and maintain due to low wages relative to the cost of living in Midland County. The CDBG Homeowner Repair program served 32 homeowners, providing necessary safety and sanitary improvements. The First-time Homeowner Loan Program applied for down payment and closing cost to houses for 18 homeowners. Christmas In Action is a community housing benevolence program that

assists homeowners when this office is limited or restricted by HUD rules. The CDBG office approved a change to policy to allow maximum assistance for roof repairs up to $7,500 to include lead-based paint housing inspections.

Discuss how these outcomes will impact future annual action plans.

Major projects' delays continue to be affected by the time it takes to secure all the necessary contracting requirements and prior commitments before the projects can get underway. The CDBG office will continues to try advertising, hold contractor outreach meetings, and find ways to help increase the availability of quality affordable housing contractors as we endeavor to create an economically thriving, inclusive community with quality housing opportunities for all residents.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	307	0
Low-income	32	0
Moderate-income	0	0
Total	**339**	**0**

Table 7 – Number of Households Served

Narrative Information

The federal, state, and local resources available to address the needs identified in the Action Plan included local grant funds under CDBG. Public service projects concentrated efforts to address the needs of families, children, and youth in high-risk populations, consistent with the identified priority needs. Use of CDBG and city funds leveraged with other nonprofit resources were of great benefit to assist individuals and communities. The CDBG office partnered with the city engineering department to secure contracts for infrastructure projects that leveraged limited resources.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Community Development Department continues to support specific projects that address the Homeless Needs Objectives of the Consolidated Plan or support public services that assist the homeless or homeless prevention activity. Local groups including faith-based organizations have maintained and even expanded the facilities serving the homeless with little federal support. The United Way of Midland and Family Promise of Midland continue their work with the families toward transitioning from supportive housing to permanent housing. Midland has 275 chronically Homeless individuals identified in 2023 that are living in other than permanent housing. Survey questions asked each person what services are currently needed. The top three answers are housing, transportation and food which is reflective past surveys. Outreach programs for unsheltered persons are not currently funded by the City of Midland, but there are outreach programs organized locally by faith based and nonprofit organizations that reach out to unsheltered individuals in coordination with the CDBG office. Midland's Homeless Network outreach program operates using a Housing First approach with an emphasis on services that support self-sufficiency, such as obtaining vital documents, and finding creative solutions to connect them to housing resources. The network provides a variety of services and assesses people's needs. In addition, the outreach comes together each year to perform the "Point In Time" count survey of the unsheltered population.

Addressing the emergency shelter and transitional housing needs of homeless persons

Midland Salvation Army provided shelter and essential services to homeless persons by using agency contribution funds for operational expenses and CDBG funds for emergency COVID19 isolation efforts and case management services. During the program year 307 individuals were assisted and thousands of meals were served. Ten individuals we assisted with permanent housing in coordination with the Midland County Housing Authority voucher program. In addition, birth certificates were collected, social security cards were recovered as well as ID's. The salvation Army partnered with Midland Memorial Hospital to refer and coordinate drug and mental health recovery for sheltered individuals. The Genesis Center of the Permian Basin has a forty-person capacity facility located in central Midland and continue to operate giving emergency services to vulnerable persons. Other entities providing emergency shelter include Village Square, and the Journey Home (emergency units).

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In PY22 Midland mental health providers (PemiaCare) is recognized as the authority in Midland County providing mental health, intellectual, developmental disability, and substance use disorder services. The CDBG office meets with staff during our homeless network efforts to coordinate and make referrals for service. PermiaCare health offers many services to include veteran's services, Inpatient treatment, counseling, advocacy, and linkage to other resources. They help adults and children who are struggling with managing and improving their mental health. The CDBG office receives occasional phone and walk-in request for services for persons who have had difficulty finding and keeping stable housing because of their mental illness. The local economy provides scarce housing opportunities for low and moderate-income families and the CDBG office is building a relationship to increase housing opportunities. Efforts to better prepare the workforce include existing employment training programs and expanded education programs from our local colleges and universities. As an anti-poverty strategy, we employ assistance programs to the poorest of Midland's population (those with incomes below 30% of AMFI). City housing assistance programs are designed to minimize the housing financial burden on its recipients. Compliance with the HUD Section 3 objective has also contributed to expanding economic opportunities as most CDBG work contracts in the housing programs and slum/blight activities are performed by local small businesses. Increased promotions of Section 3 opportunities continue to be part of the CDBG department's efforts. Included in the efforts are reaching out to minority business enterprises and woman owned business enterprises.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Midland Homeless Coalition is part of the Statewide Balance of State Continuum of Care program. The goal of the Balance of State (BoS) is to encourage planning, coalition building in communities with fewer resources. The Midland Homeless coalition has merged with the Midland Affordable Housing Association which meet monthly to identify available resources within our community to serve approximately 230 homeless individuals now living in the midland city limits. The City of Midland CDBG department participates and plans alongside other local agencies to define the homeless needs through a Point-in-Time survey. The Coalition use results from the Needs/Gaps Analyses to establish short and long-term goals develop by our coalition group policies, strategies and goals to allow for the development of actionable plans to end homelessness through projects to fill gaps in shelter and/or services providers.

City of Midland CDBG office coordinated with Casa de Amigos, St. Paul Society, St. Ann's Catholic Church, Helping Hand of Midland, Safe Spaces of Midland, Family Promise of Midland Inc. to provide Homelessness Prevention/ Intervention services in the form of rental and utility assistance and transitional housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Residents of the City of Midland PHA community were actively involved in the planning and development of board approved programs for their developments. The City of Midland PHA board meet monthly to discuss concerns as well as plan events and activities for their communities. Residents are engaged throughout the conversation process to provide information on the new structure planning, provide input on any planned renovations and to understand the choice mobility voucher option that is made available to them through the Midland County Housing Authority. The CDBG office usually conducts a needs assessment along with the PHA to help determine the residents' personal needs, educational, and employment aspirations; needs assessments are conducted by development property to address fundamental concerns during the pandemic. Personal barriers that prevent self-sufficiency may include a lack of life and personal skills, clothing, transportation, and chronic health conditions. Once those barriers are addressed, the CDBG office assists residents in connecting with partner agencies and organizations to obtain whatever may be necessary to help the citizens become self-sufficient (PHA Liaison). Pre-existing initiatives were continued in PY 2022/23. The City Housing Authority has a "residents' council." Similar councils exist for the HUD Section 202 housing projects. Additionally, the City of Midland has assigned the CDBG Office to be the liaison to the City of Midland Housing Authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The CDBG office partnered with the Midland County Housing Authority and the City of Midland Housing Authority to conduct homeownership seminars with 30 individuals attending in the program year. Personal barriers that prevent self-sufficiency outcomes may include a lack of life and parenting skills, clothing, transportation, childcare, chronic health conditions and financial literacy are contributors. Those barriers are addressed; the CDBG office assists residents in connecting with partner agencies and organizations to obtain a high school/higher education or whatever may be necessary to help the citizens become self-sufficient.

Actions taken to provide assistance to troubled PHAs

PHA's are high performance agencies.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The CDBG department will continue to provide favorable consideration in re-zoning cases, mobile home occupancy permits and sidewalk waivers to decrease barriers to development. The City continues to reduce and/or waive development and building permit fees for affordable housing projects, and to use local funds to pay for public improvements required on affordable housing sites. The city has completed its strategy of targeted effort so as to achieve visible, lasting impact in selected target areas. The City of Midland continues to implement zoning codes which encourage affordable housing opportunities of various lot sizes. These housing types are allowed in certain areas and can introduce density and affordability, while remaining compatible with nearby single-family neighborhoods. The City of Midland Affordable Housing Strategies are being incorporated and combined with input from the public and subject matter experts (small housing developers) about how Midland can build and maintain strong neighborhoods. The recommendations will set the stage for modifications to regulatory documents associated with development activities in the city, such as the Zoning Code, Subdivision Regulations, and Building Codes. Further insight into potential regulatory limitations will be gathered through a series of roundtable discussions, community "RAP" sessions, nonprofit organizations that work through the permitting processes of the City as they develop properties. These insights will inform recommendations to make the permitting process more consistent, transparent, and predictable.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Midland Affordable Housing Strategy is being incorporated and combined with input from the public and subject matter experts about how Midland can build and maintain strong neighborhoods. The recommendations will set the stage for modifications to regulatory documents associated with development activities in the city, such as the zoning code, subdivision regulations, and building codes. Further insight into potential regulatory limitations will be gathered through a series of roundtable discussions with organizations that work through the permitting processes of the City as they develop properties. These insights will inform recommendations to make the permitting process more consistent, transparent, and predictable.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Grants administration includes additional measures to ensure specific grant funded activities comply with LBP regulations. Additional language is included in subrecipient agreements for projects where rehabilitation work occurs, requiring subrecipients to produce documentation of LBP testing prior to any work commencing. Additionally, the grants administration's Construction Checklist used for grant funded construction and housing projects includes a check for LBP compliance.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Midland funded educational programs and provides after school programs with the Boys & Girls Club of Midland. In addition, other programs offered mentoring to people and assistance to victims of abuse. Services to help homeless individuals on a path to self-sufficiency were also conducted during the program year.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Program year 2022 goals and priorities were set with input from the public, nonprofit organizations, and the city's community development prioritization committee. In March grant applicants were informed of the city's goals, priorities, and target areas. Once funding was awarded, the CDBG office continued to review the performance of projects and programs during the year. The utilization of city departments as well as nonprofit organizations, community and faith-based organizations, developers, and social service agencies to carry out projects for the second year of the Five-Year Consolidated Plan. Multiple philanthropic organizations throughout the City also provide funding to the projects/programs not funded with HUD grant dollars. These leveraged dollars allowed our grant recipients to continue or expand their programs during the year.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The CDBG office meet monthly to coordinate, plan, and implement strategies with Midland Apartment Association, Midland Home Builders Association, Midland Community Development Corporation, and Midland Affordable Housing Alliance.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

This office served as an information hub for Landlord/Tenant information for the community during these challenging times. This office attempted to educate landlords and tenants about the eviction moratorium rules. Outreach through live virtual training on fair housing and tenant's rights, as well as visual aids outlining how to access information and services, continued into PY22. Various funding streams including local philanthropy, worked with local nonprofits to aid tenants facing eviction and incentivizing assistance to tenants who reside in properties where the owner agreed to resolve cases through mediation.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Projects and agencies were assigned a risk factor rating to identify which projects were to be monitored on site during the year. This assessment rates risk based upon the type of project, compliance issues, complexity of the project, and known capacity of the agency. Grantees with a high-risk rating were selected for formal onsite monitoring as well as those programs not monitored recently. The CDBG office utilizes the HUD CPD Monitoring Handbook as its standard and guideline for each formal monitoring visit. Desk monitoring of some HUD funded programs and projects was conducted throughout the year to ensure compliance with regulations and agreement requirements. Physical projects are inspected on a periodic basis until completion to confirm construction/rehabilitation projects are progressing and funds are being spent as planned. It is the policy of the City of Midland to encourage the use of minority or woman owned businesses in contracting opportunities. As part of HUD's grant requirements and written agreements, agencies performing construction and rehabilitation projects are encouraged to hire Section 3 residents and/or utilize Section 3 businesses and WMBE businesses when contracting or subcontracting.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Midland was prepared to make substantial changes to the CDBG program objectives and goals during the year due to public health considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended. The City of Midland posted notices in the Midland Reporter Telegram at least 15 days in advance of public hearings. In addition, notice was posted on the City's website and social media sites. The Community Development Office holds and participates in public meeting, and small community feedback groups are held when requested; furthermore, information is posted on City Web pages and in the City Secretaries office and the public libraries to gather input from citizens. Public notices are advertised in accordance with city and federal guidelines.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Midland was prepared to make substantial changes to the CDBG program objectives and goals during the year due to public health considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended. City of Midland posted notices in the Midland Reporter Telegram at least 14 days in advance of public hearings. In addition, notice was posted on the City's website and social media sites. The Community Development Office shifted its resources to street infrastructure projects as well as towards mitigating the effect of the COVID-19 impact on the citizens and economy of Midland. The CDBG department will move to other infrastructure projects to spur affordable housing in the area.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Midland was prepared to make substantial changes to the CDBG program objectives and goals during the year due to public health considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended. City of Midland posted notices in the Midland Reporter Telegram at least 14 days in advance of public hearings. In addition, notice was posted on the City's website and social media sites. The Community Development Office shifted its resources to street infrastructure projects as well as towards mitigating the effect of the COVID-19 impact on the citizens and economy of Midland. The CDBG department will move to other infrastructure projects to spur affordable housing in the area.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	4	0	0	0	0
Total Labor Hours	21,360				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	2				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	2				
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.	2				
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.	2				
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	2				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The housing program is designed to work collaboratively with other programs and service providers to identify and develop short and long-term strategies for meeting the needs of low-income persons and their families.

December 12, 2023
25.25
PACKET

PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open 9/30/1999 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/01/1994

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$6,164,424.98	$0.00	$0.00
		1989	B89MC480023		$0.00	$789,000.00
		1990	B90MC480023		$0.00	$744,000.00
		1991	B91MC480023		$0.00	$831,000.00
		1992	B92MC480023		$0.00	$856,000.00
		1993	B93MC480023		$0.00	$1,269,000.00
		1994	B94MC480023		$0.00	$1,381,000.00
		1995	B95MC480023		$0.00	$294,424.98
		2002	B02MC480023		$0.00	$0.00
		2006	B06MC480023		$0.00	$0.00
		2007	B07MC480023		$0.00	$0.00
Total	**Total**			**$6,164,424.98**	**$0.00**	**$6,164,424.98**

Proposed Accomplishments

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

December 12, 2023

PGM Year: 2020
Project: 0014 - Emergency Homeless Shelter COVID-19 boarding recovery
IDIS Activity: 398 - Emergency Homeless Shelter COVID-19 Boarding Recovery

Status: Completed 9/30/2022 12:00:00 AM
Location: 3601 W Wall St Midland, TX 79701-7133

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Homeless Facilities (not operating costs) (03C)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 03/26/2021

Description:

Contract with local motels to secure room at a fixed rate not to exceed $150 per night.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$80,345.26	$1,680.00	$80,345.26
Total	**Total**			**$80,345.26**	**$1,680.00**	**$80,345.26**

25.26

Proposed Accomplishments

Public Facilities : 10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Secure 5 rooms for homeless person with COVID-19 diagnosis or in need of isolation.	
2021	Homeless persons with COVID19 we place in isolation housing to recover without infection the homeless shelter residents.	

PACKET

December 12, 2023

PGM Year: 2021
Project: 0001 - Owner Housing Minor Repair Program
IDIS Activity: 401 - City of Midland Owner Housing Minor Repair

Status: Completed 9/30/2023 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Energy Efficiency Improvements (14F)
National Objective: SBS

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Provide home repairs for low income, and disabled in order to sustain a healthy living environment.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$200,000.00	$94,482.00	$185,587.00
	PI			$1,097.00	$0.00	$0.00
Total	**Total**			**$201,097.00**	**$94,482.00**	**$185,587.00**

Proposed Accomplishments

Housing Units : 50

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021		
2022	The Minor Repair Program assisted 32 families with home repairs and prevented disrepair of neighborhood housing.	

25.27

PACKET

December 12, 2023

PGM Year: 2021
Project: 0002 - Homebuyer Assistance Program
IDIS Activity: 402 - City of Midland Homebuyer Assistance

Status: Completed 10/1/2022 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Homebuyer Downpayment Assistance-Excluding Housing Counseling, under 24 CFR 5.100 (05R)

National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Assisting First-time homebuyers in becoming owners through direct payment to lending organizations.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	$50,109.16	($15,218.54)	$50,109.16
	PI			$83,890.84	$22,131.18	$83,890.84
Total	**Total**			**$134,000.00**	**$6,912.64**	**$134,000.00**

25.28

Proposed Accomplishments

Households (General) : 10

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	10	10	0	0	10	10	0	0
Black/African American:	1	1	0	0	1	1	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

PACKET

Total:	**11**	**11**	**0**	**0**	**11**	**11**	**0**	**0**
Female-headed Households:	11		0		11			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	6	0	6	0
Low Mod	5	0	5	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	11	0	11	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	Down payment and closing costs assistance to first time homebuyer for the purchase of a home.	

December 12, 2023
25.29
PACKET

December 12, 2023

PGM Year: 2021
Project: 0007 - City of Midland Parks and Recreation Division
IDIS Activity: 403 - City of Midland Parks and Recreation

Status: Completed 9/30/2023 12:00:00 AM
Location: 2300 Butternut Ln Midland, TX 79705-7800

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Replacement of Garage style Windows at the MLK Centerscoreboard, and safety lights.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$122,500.00	$100,167.56	$122,500.00
Total	**Total**			**$122,500.00**	**$100,167.56**	**$122,500.00**

25.30

Proposed Accomplishments

Public Facilities : 200

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	102	75
Black/African American:	0	0	0	0	0	0	94	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	6	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**202**	**75**

PACKET

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	37
Low Mod	0	0	0	111
Moderate	0	0	0	54
Non Low Moderate	0	0	0	0
Total	0	0	0	202
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The MLk Center has new and updated equipment for activities and replaced ole windows with energy efficient windows.	

December 12, 2023
25.31
PACKET

December 12, 2023

PGM Year: 2021
Project: 0009 - Administrative Personnel
IDIS Activity: 404 - City of Midland Administrative Personnel
Status: Completed 9/30/2022 12:00:00 AM
Location: ,
Objective:
Outcome:
Matrix Code: Indirect Costs (21B)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

The Grant will pay for two staff for the grant year.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$92,754.10	$0.00	$92,754.10
		2021	B21MC480023	$80,925.54	$2,279.60	$80,925.54
Total	**Total**			**$173,679.64**	**$2,279.60**	**$173,679.64**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

25.32

PACKET

Female-headed Households: 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

December 12, 2023
25.33
PACKET

December 12, 2023

PGM Year: 2021
Project: 0006 - Infrastructure S. Benton Sidewalks and S. Camp Ave. Streets
IDIS Activity: 405 - City of Midland Infrastructure N. Baird Street

Status: Completed 8/31/2023 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Roadway improvements with curb gutters, sidewalks and ADA ramps from N. Baird Street to Wilcot Ave

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$336,000.00	$336,000.00	$336,000.00
Total	**Total**			**$336,000.00**	**$336,000.00**	**$336,000.00**

Proposed Accomplishments

People (General) : 200
Total Population in Service Area: 3,000
Census Tract Percent Low / Mod: 100.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The fort Worth St. infrastructure and road improvement project has been completed and residents have fully functional street to include new homeowner development.	

25.34

PACKET

December 12, 2023

PGM Year: 2021
Project: 0004 - Home Cleaning Program
IDIS Activity: 407 - Casa de Amigos Senior Home Cleaning

Status: Completed 9/30/2022 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: LMCSV

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/26/2021

Description:

Casa de Amigos Staff will assist home bound seniors with home cleaning to prevent infestations of insects.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$41,093.53	$11,157.28	$41,093.53
Total	**Total**			**$41,093.53**	**$11,157.28**	**$41,093.53**

25.35

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	76	24
Black/African American:	0	0	0	0	0	0	24	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**102**	**24**

PACKET

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	31
Low Mod	0	0	0	68
Moderate	0	0	0	2
Non Low Moderate	0	0	0	1
Total	0	0	0	102
Percent Low/Mod				99.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	Casa de amigos was successful in assisting senior homebound person with daily cleaning and wellness checks.	

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25.36
PACKET

December 12, 2023

PGM Year: 2021
Project: 0008 - Midland Vision 2000 Housing Infrastructure Project
IDIS Activity: 409 - Midland Visions 2000 Housing Project

Status: Completed 7/1/2023 12:00:00 AM
Location: 700 S Webster St Midland, TX 79701-1211

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Midland Visions 2000 will develop 5 multi-family affordable housing units in a low-moderate income neighborhood.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	$115,909.00	$115,909.00	$115,909.00
Total	**Total**			**$115,909.00**	**$115,909.00**	**$115,909.00**

25.37

Proposed Accomplishments

Housing Units : 5

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	8	0	0	0	8	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**8**	**0**	**0**	**0**	**8**	**0**	**0**	**0**

PACKET

Female-headed Households:	7	0	7

Income Category:

	Owner	Renter	Total	Person
Extremely Low	8	0	8	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	8	0	8	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The CDBG grant office assisted Visions 2000 in affordable housing development by providing infrastructure improvements during construction.	

December 12, 2023

25.38

PACKET

December 12, 2023

PGM Year: 2022
Project: 0001 - Parker Place Apartments Infrastructure Program
IDIS Activity: 410 - Parker Place Senior Development Parking Lot

Status: Completed 9/30/2023 12:00:00 AM
Location: 508 E Parker Ave Midland, TX 79701-2707

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/05/2023

Description:

Midland Parker Place Infrastructure Project plans would provide for the removal and replacement of current facility parking lot which is 25-year-old and needs major repairs.
The objective of the project is to help revitalize the developments parking area for residents and prevent tripping hazards.
The parking area is Located in the center of the property and is this the central hub for residents moving about.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	$75,000.00	$75,000.00	$75,000.00
Total	**Total**			**$75,000.00**	**$75,000.00**	**$75,000.00**

25.39

Proposed Accomplishments

People (General) : 40

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	36	33
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

PACKET

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**33**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	40
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	40
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Parker Place Apartments replaced the old parking area that presented a health hazard and replace it with a new surface eliminating the health hazards for residents.	25.40

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December 12, 2023

PGM Year: 2022
Project: 0002 - Homebuyer Assistance Program
IDIS Activity: 411 - Homebuyer Assistance

Status: Completed 9/30/2023 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Homebuyer Downpayment Assistance-Excluding Housing Counseling, under 24 CFR 5.100 (05R)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/11/2023

Description:

The City Community Development Office proposes to continue the City Homebuyer Assistance Program (HAP).
Through the HAP, low-income first-time homebuyers receive financial assistance to help purchase decent homes anywhere in the City.
Depending on income, up to $15,000 assistance would be provided to a homebuyer as a zero interest, deferred forgivable loan.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	$4,877.17	$4,877.17	$4,877.17
		2020	B20MC480023	$50,587.07	$25,122.83	$25,122.83
	PI			$123,535.76	$92,570.96	$92,570.96
Total	**Total**			**$179,000.00**	**$122,570.96**	**$122,570.96**

Proposed Accomplishments

Households (General) : 15

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	11	9	0	0	11	9	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	2	0	0	0	2	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

25.41 PACKET

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**14**	**9**	**0**	**0**	**14**	**9**	**0**	**0**
Female-headed Households:	8		0		8			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	8	0	8	0
Low Mod	4	0	4	0
Moderate	2	0	2	0
Non Low Moderate	0	0	0	0
Total	14	0	14	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The CDBG Program Year has assisted 14 families utilize homeownership funding in targeted neighborhoods.	

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25.42
PACKET

December 12, 2023

PGM Year: 2022
Project: 0003 - Casa Senior Center Nutrition Program
IDIS Activity: 412 - SE Senior Center Nutrition Program

Status: Completed 9/30/2023 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/11/2023

Description:

The Casa de Amigos requests funding for the nutrition programs at the Southeast Senior Citizen Center (1803 E Indiana) and at the Casa de Amigos (1101 E Garden Lane). Approximately 242 seniors are expected to benefit from the lunchtime meal program and take-home food boxes in order to supplement their nutritional needs. Meals are contracted daily with a local catering company and reviewed by a certified nutritionist.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	$68,000.00	$68,000.00	$68,000.00
Total	**Total**			**$68,000.00**	**$68,000.00**	**$68,000.00**

Proposed Accomplishments

People (General) : 230

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	123	74
Black/African American:	0	0	0	0	0	0	94	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

25.43

PACKET

Total:			**0**	**0**	**0**	**0**	**0**	**0**	**222**	**74**
Female-headed Households:			0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	42
Low Mod	0	0	0	93
Moderate	0	0	0	87
Non Low Moderate	0	0	0	0
Total	0	0	0	222
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	Cas de amigos served 6240 meals to 222 seniors during the program year at SE Senior Center, Midland Senior Center and Casa de amigos Senior Center.	

December 12, 2023
25.44
PACKET

December 12, 2023

PGM Year: 2022
Project: 0003 - Casa Senior Center Nutrition Program
IDIS Activity: 413 - Home Cleaning Program

Status: Completed 9/30/2023 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/11/2023

Description:

Casa de Amigos requests funds to support its Citywide Community Services Home Cleaning Program.
The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals.
Services include an initial deep cleaning and subsequent routine weekly cleaning.
It is expected that 100 clients will be assisted during the year.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	$45,000.00	$10,888.51	$10,888.51
Total	**Total**			**$45,000.00**	**$10,888.51**	**$10,888.51**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	50	40
Black/African American:	0	0	0	0	0	0	17	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

25.45
PACKET

Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**67**	**40**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	22
Low Mod	0	0	0	27
Moderate	0	0	0	16
Non Low Moderate	0	0	0	2
Total	0	0	0	67
Percent Low/Mod				97.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Casa de Amigos Home Cleaning Program assisted 67 homebound seniors to stay in their home as they get older. The program served senior in our CDBG target area.	

December 12, 2023
25.46
PACKET

December 12, 2023
25.47
PACKET

PGM Year: 2022
Project: 0005 - Take Home Terrific Program
IDIS Activity: 414 - Take Home Terrific Program

Status: Completed 9/30/2023 12:00:00 AM
Location: 3500 N A St #1300 MIDLAND, TX 79701

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Services for Persons with Disabilities (05B)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/11/2023

Description:

Mission Center Adult Day Service requests funds to support the continuation of program
Ã¿Â¿Ã¿Â¿Ã¿Â¿

American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**42**	**22**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	34
Low Mod	0	0	0	5
Moderate	0	0	0	3
Non Low Moderate	0	0	0	0
Total	0	0	0	42
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	Mission health Care Inc, provided meals to 42 severely disabled person to eat at the center and take home for additional weekend nutrients.	

December 12, 2023
25.48
PACKET

December 12, 2023

PGM Year: 2022
Project: 0006 - MLK Center/ Parks & Rec
IDIS Activity: 415 - Gym (MLK), replace floor in Weight room/security lights

Status: Completed 9/30/2023 12:00:00 AM
Location: 2300 Butternut Ln Midland, TX 79705-7800

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/05/2023

Description:

Replace floor in Weight room, install new security cameras, Pedestrian and Security Lighting at MLK:Installation would be completed by City of Midland Parks Construction crew and vendor contractors.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	$84,000.00	$54,000.00	$54,000.00
Total	**Total**			**$84,000.00**	**$54,000.00**	**$54,000.00**

25.49

Proposed Accomplishments

Public Facilities : 200
Total Population in Service Area: 5,295
Census Tract Percent Low / Mod: 49.80

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The CDBG office and parks & Rec replaced the MLK gym floor and updated the security system at neighborhood center. The center has an average of 200 individuals that take part in activities for health, social, community functions.	

PACKET

December 12, 2023

PGM Year: 2022
Project: 0007 - Parks & Rec Senior Center Infrastructure Project
IDIS Activity: 417 - Southeast Senior Center Covered Out Doors Area

Status: Open
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/13/2023

Description:

Create covered outdoor activity patio area at Southeast Senior Center to provide social distancing options.
Installation would be completed by City of Midland Parks Construction crew and vendor contractors.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	$111,492.00	$0.00	$0.00
		2021	B21MC480023	$71,995.65	$0.00	$0.00
		2022	B22MC480023	$16,512.35	$0.00	$0.00
Total	**Total**			**$200,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

Jobs : 2

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

25.50
PACKET

Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

December 12, 2023
25.51
PACKET

December 12, 2023

PGM Year: 2022
Project: 0007 - Parks & Rec Senior Center Infrastructure Project
IDIS Activity: 418 - Southeast Senior Center Parking Lot Replacement

Status: Open
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parking Facilities (03G)
National Objective: LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/05/2023

Description:

Replacement of outdated parking lot at the southeast Senior Center to meet facility standards.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	$90,000.00	$0.00	$0.00
Total	**Total**			**$90,000.00**	**$0.00**	**$0.00**

25.52

Proposed Accomplishments

Jobs : 230

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

PACKET

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

December 12, 2023
25.53
PACKET

December 12, 2023

PGM Year: 2022
Project: 0008 - Midland Senior Life Meals on Wheels CV-19
IDIS Activity: 420 - CV19 Meal on Wheels Home Bound

Status: Completed 9/30/2023 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Services for Persons with Disabilities (05B)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 01/11/2023

Description:

The objective of the Meals on Wheels is to promote better mental and physical health for older homebound persons through nutritious meals andsocialization.
The nutrition program will be provided each weekday by volunteer drivers.
Senior Life Midland (SLM), with main offices at 3301 Sinclair St., will carry out the (COVID) relief program Monday through Friday (except on holidays).
SLM, through its central kitchen at 3301 Sinclair (under construction), will provide meals which meet the nutritional guidelines set by the Texas Department on Aging and Texas Department of Human Services for elderly nutrition programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$43,814.10	$7,461.00	$7,461.00
Total	**Total**			**$43,814.10**	**$7,461.00**	**$7,461.00**

Proposed Accomplishments

People (General) : 800

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	Senior Life Midland Meals on Wheels have provided noon meals to 850 homebound persons during the grant year also decreasing the exposure to CV19 and other health hazards.	

25.54

PACKET

December 12, 2023

PGM Year: 2022
Project: 0009 - Salvation Army Homeless Meal Program CV-19
IDIS Activity: 421 - CV19 Salvation Army Meals

Status: Completed 9/30/2023 12:00:00 AM
Location: 600 E Wall St Midland, TX 79701-4937

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 01/13/2023

Description:

The Salvation Army of Midland requests funding for the nutrition programs at the 600 E. Wall St.
Center (Homeless Shelter).
Approximately 5,300 meals are expected to be served during the program year.
three meals time will be available to persons wanting a hot meal.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$120,172.00	$105,128.62	$105,128.62
Total	**Total**			**$120,172.00**	**$105,128.62**	**$105,128.62**

Proposed Accomplishments

People (General) : 27,000

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Salvation Army served 5300 meals to 100 persons living at the center on a daily basis.	

25.55

PACKET

December 12, 2023

PGM Year: 2022

Project: 0010 - MMH Mental Health CRISP indigent program CV-19

IDIS Activity: 422 - CV19 Midland County Hospital District (Mental Health & Wellness CRISP)

Status: Completed 9/30/2023 12:00:00 AM
Location: 400 Rosalind Redfern Grover Pkwy Midland, TX 79701-5846

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (05O)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 01/11/2023

Description:

Mental Health & Wellness Department requests funds to support its Community Referral and Indigent Program (CRISP) to help individuals of all ages to recover from the devastation of the pandemic and overcome barriers to restore and stabilize health and livelihood.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$234,790.21	$109,174.16	$109,174.16
Total	**Total**			**$234,790.21**	**$109,174.16**	**$109,174.16**

25.56

Proposed Accomplishments

People (General) : 350

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Midland Memorial Hospital Indigent program assisted 996 people that presented at the hospital for needed services and the grant served 273 youth in the TAKE ACTION TO SAVE KIDS which builds on social and emotional curriculum for school age kids.	

PACKET

December 12, 2023

PGM Year: 2022
Project: 0011 - Casa de Amigos Senior Resiliency Program COVID-19
IDIS Activity: 423 - CV19 Casa De Amigos Senior Resiliency Program

Status: Completed 9/30/2023 12:00:00 AM
Location: Address Suppressed

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (05O)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 01/11/2023

Description:

Casa de Amigos requests funds to support its Senior Resiliency Program.
The program's objective is to provide coping skills and resiliency training for senior citizens to improve their overall mental health as our community continue to recover from the effects of COVID-19.
Seniors are adapting to a host of life altering realities (lost friendships, changing living environment, physical capacity, etc.) which has a diminishing effect on mental and physical health.
It is expected that 45 clients will be assisted during the year.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	$46,610.00	$0.00	$0.00
Total	**Total**			**$46,610.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 230

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	29	17
Black/African American:	0	0	0	0	0	0	13	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

25.57
PACKET

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**42**	**17**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	13
Low Mod	0	0	0	25
Moderate	0	0	0	2
Non Low Moderate	0	0	0	2
Total	0	0	0	42
Percent Low/Mod				95.2%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The SENIOR RESILIENCY Program used certified professional counseling curriculum to support the social, emotional well being of senior that a=continue to feel isolated.	

December 12, 2023
25.58
PACKET

Total Funded Amount:	**$8,590,435.72**
Total Drawn Thru Program Year:	**$7,940,762.66**
Total Drawn In Program Year:	**$1,255,811.33**

December 12, 2023
25.59
PACKET

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,108,061.00
02 ENTITLEMENT GRANT	972,971.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	123,535.76
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	33,884.98
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,238,452.74
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,030,087.95
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,030,087.95
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	2,279.60
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,032,367.55
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,206,085.19
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	819,696.95
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	819,696.95
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	79.58%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	819,697.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	254,529.39
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	254,529.39
32 ENTITLEMENT GRANT	972,971.00
33 PRIOR YEAR PROGRAM INCOME	92,623.26
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,065,594.26
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	23.89%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	2,279.60
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	2,279.60
42 ENTITLEMENT GRANT	972,971.00
43 CURRENT YEAR PROGRAM INCOME	123,535.76
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,096,506.76
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	0.21%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	8	409		Midland Visions 2000 Housing Project	03J	LMH	$115,909.00
					03J	**Matrix Code**	**$115,909.00**
Total							**$115,909.00**

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	7	403	6690011	City of Midland Parks and Recreation	03E	LMC	$99,990.00
2021	7	403	6695835	City of Midland Parks and Recreation	03E	LMC	($18,666.44)
2021	7	403	6765381	City of Midland Parks and Recreation	03E	LMC	$10,200.00
2021	7	403	6797315	City of Midland Parks and Recreation	03E	LMC	$8,644.00
2022	6	415	6797315	Gym (MLK), replace floor in Weight room/security lights	03E	LMA	$54,000.00
					03E	**Matrix Code**	**$154,167.56**
2021	6	405	6797315	City of Midland Infrastructure N. Baird Street	03K	LMA	$336,000.00
2022	1	410	6797315	Parker Place Senior Development Parking Lot	03K	LMC	$75,000.00
					03K	**Matrix Code**	**$411,000.00**
1994	2	2	6695835	CDBG COMMITTED FUNDS ADJUSTMENT	03Z	LMA	($15,218.54)
1994	2	2	6700484	CDBG COMMITTED FUNDS ADJUSTMENT	03Z	LMA	$15,218.54
					03Z	**Matrix Code**	**$0.00**
2021	4	407	6690011	Casa de Amigos Senior Home Cleaning	05A	LMCSV	$11,157.28
2022	3	412	6797315	SE Senior Center Nutrition Program	05A	LMC	$68,000.00
2022	3	413	6811901	Home Cleaning Program	05A	LMC	$10,888.51
					05A	**Matrix Code**	**$90,045.79**
2022	5	414	6797315	Take Home Terrific Program	05B	LMC	$18,403.42
2022	5	414	6811901	Take Home Terrific Program	05B	LMC	$16,596.58
					05B	**Matrix Code**	**$35,000.00**
2021	2	402	6690011	City of Midland Homebuyer Assistance	05R	LMH	$14,921.84
2021	2	402	6692620	City of Midland Homebuyer Assistance	05R	LMH	$7,209.34
2021	2	402	6700483	City of Midland Homebuyer Assistance	05R	LMH	($15,218.54)
2022	2	411	6725437	Homebuyer Assistance	05R	LMH	$64,791.68
2022	2	411	6765381	Homebuyer Assistance	05R	LMH	$57,779.28
					05R	**Matrix Code**	**$129,483.60**
Total							**$819,696.95**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	4	407	6690011	Yes	Casa de Amigos Senior Home Cleaning	B20MC480023	EN	05A	LMCSV	$11,157.28
2022	3	412	6797315	No	SE Senior Center Nutrition Program	B19MC480023	EN	05A	LMC	$68,000.00
2022	3	413	6811901	No	Home Cleaning Program	B19MC480023	EN	05A	LMC	$10,888.51
								05A	**Matrix Code**	**$90,045.79**
2022	5	414	6797315	No	Take Home Terrific Program	B19MC480023	EN	05B	LMC	$18,403.42
2022	5	414	6811901	No	Take Home Terrific Program	B19MC480023	EN	05B	LMC	$16,596.58
								05B	**Matrix Code**	**$35,000.00**
2021	2	402	6690011	No	City of Midland Homebuyer Assistance	B20MC480023	PI	05R	LMH	$14,921.84
2021	2	402	6692620	No	City of Midland Homebuyer Assistance	B19MC480023	PI	05R	LMH	$7,209.34
2021	2	402	6700483	No	City of Midland Homebuyer Assistance	B19MC480023	EN	05R	LMH	($15,218.54)
2022	2	411	6725437	No	Homebuyer Assistance	B19MC480023	EN	05R	LMH	$4,877.17
2022	2	411	6725437	No	Homebuyer Assistance	B20MC480023	EN	05R	LMH	$25,122.83
2022	2	411	6725437	No	Homebuyer Assistance	B20MC480023	PI	05R	LMH	$34,791.68
2022	2	411	6765381	No	Homebuyer Assistance	B20MC480023	PI	05R	LMH	$18,013.17
2022	2	411	6765381	No	Homebuyer Assistance	B21MC480023	PI	05R	LMH	$39,766.11
								05R	**Matrix Code**	**$129,483.60**

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
				No	Activity to prevent, prepare for, and respond to Coronavirus					$243,372.11
				Yes	Activity to prevent, prepare for, and respond to Coronavirus					$11,157.28
Total										$254,529.39

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	9	404	6690011	City of Midland Administrative Personnel	21B		$2,227.60
2021	9	404	6706620	City of Midland Administrative Personnel	21B		$52.00
					21B	Matrix Code	$2,279.60
Total							$2,279.60

PART I: SUMMARY OF CDBG-CV RESOURCES	
01 CDBG-CV GRANT	2,011,990.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	2,011,990.00
PART II: SUMMARY OF CDBG-CV EXPENDITURES	
05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,795,770.79
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	1,795,770.79
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	216,219.21
PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT	
10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	56,105.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	319,309.27
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	375,414.27
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	1,795,770.79
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	20.91%
PART IV: PUBLIC SERVICE (PS) CALCULATIONS	
16 DISBURSED IN IDIS FOR PUBLIC SERVICES	1,695,425.53
17 CDBG-CV GRANT	2,011,990.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	84.27%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
20 CDBG-CV GRANT	2,011,990.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.00%

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	12	381	6428393	CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT	05Q	LMC	$66,161.00
			6466761	CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT	05Q	LMC	$48,700.00
	13	383	6428393	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$40,357.39
			6466761	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$23,911.64
			6476021	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$20,512.46
			6493566	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$38,246.26
	15	382	6404908	CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL	05X	LMC	$10,328.45
			6466761	CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL	05X	LMC	$4,482.07
	16	385	6466761	CV-19 BOYS & GIRLS CLUB PERMIAN BASIN PROJECT	03D	LMJ	$20,000.00
2022	11	423	6822125	CV19 Casa De Amigos Senior Resiliency Program	05O	LMC	$46,610.00
Total							**$319,309.27**

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	12	381	6428393	CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT	05Q	LMC	$66,161.00
			6466761	CV-19 CASA DE AMIGOS EMERGANCY SERVICES PROJECT	05Q	LMC	$48,700.00
	13	383	6428393	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$40,357.39
			6466761	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$23,911.64
			6476021	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$20,512.46
			6493566	CV-19 SENIOR LIFE MIDLAND MEALS ON WHEELS PROJECT	05A	LMC	$38,246.26
	14	384	6428393	CV-19 WEST TEXAS FOOD BANK PROJECT	05W	URG	$33,211.08
			6493566	CV-19 WEST TEXAS FOOD BANK PROJECT	05W	URG	$49,788.91
	15	382	6404908	CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL	05X	LMC	$10,328.45
			6466761	CV-19 UNITED WAY OF MIDLAND EMERGANCY PHONE REFERRAL	05X	LMC	$4,482.07
	17	386	6466761	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$54,071.57
			6475753	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$3,075.16
			6476021	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$2,956.90
			6493566	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$74,451.24
			6517272	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$13,771.38
			6561473	CV-19 CITY OF MIDLAND HEALTH DEPARTMENT PROJECT	05M	URG	$1,673.75
2020	16	396	6493566	City of Midland Health Department Response (COVID-19)	05M	URG	$93,184.98
			6517272	City of Midland Health Department Response (COVID-19)	05M	URG	$183,278.46
			6561473	City of Midland Health Department Response (COVID-19)	05M	URG	$225,530.92
			6591571	City of Midland Health Department Response (COVID-19)	05M	URG	$82,893.58
			6628435	City of Midland Health Department Response (COVID-19)	05M	URG	$5,345.02

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	16	396	6647727	City of Midland Health Department Response (COVID-19)	05M	URG	$1,607.00
	17	400	6566156	Casa de Amigos Grab-N-Go Meals (COVID -19)	05A	URG	$30,000.00
	18	399	6566156	Salvation Army Homeless Meal Program (COVID-19)	05B	URG	$142,500.00
2022	8	420	6811901	CV19 Meal on Wheels Home Bound	05B	URG	$7,461.00
			6835857	CV19 Meal on Wheels Home Bound	05B	URG	$18,176.55
			6835858	CV19 Meal on Wheels Home Bound	05B	URG	$18,176.55
	9	421	6765381	CV19 Salvation Army Meals	05Z	URG	$32,488.24
			6797315	CV19 Salvation Army Meals	05Z	URG	$72,640.38
			6822125	CV19 Salvation Army Meals	05Z	URG	$15,043.36
			6829355	CV19 Salvation Army Meals	05Z	URG	$0.02
	10	422	6765381	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$25,209.79
			6797315	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$12,904.60
			6811901	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$71,059.77
			6822125	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$62,046.93
			6837610	CV19 Midland County Hospital District (Mental Health & Wellness CRISP)	05O	URG	$63,569.12
	11	423	6822125	CV19 Casa De Amigos Senior Resiliency Program	05O	LMC	$46,610.00
Total							**$1,695,425.53**

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

No data returned for this view. This might be because the applied filter excludes all data.

City Council Meeting

Item Number: 26

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Cristina Odenborg Burns, Director of Downtown Development and Special Projects

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT FOR SAID HOSPITAL DISTRICT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (DISTRICT 2 & 3) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the interlocal agreement between the City of Midland and Midland County Hospital District d/b/a Midland Memorial Hospital to participate in the Midland Tax Increment Reinvestment Zone No. 2.

Recommended City Council Action:

Approve

Fiscal Impact:

All of Midland Memorial Hospital's incremental tax revenue above the 2023 base value, not to exceed $17,747,782, will go into the TIRZ No. 2 fund to support development projects.

Strategic Priority:

Strong Economy with More Quality Jobs

Discussion:

The Midland Memorial Hospital Board of Directors met on Wednesday, November 30, 2023, and approved to enter an interlocal agreement with the City of Midland for their participation in the Tax Increment Reinvestment Zone (TIRZ) No. 2.

Midland Memorial Hospital will participate in the TIRZ with 100% of their incremental tax revenue above the 2023 base value, not to exceed $14,747,782, over the 30-year term of the TIRZ. As part of their participation, they can appoint two representatives to serve on the TIRZ No. 2 Board.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT FOR SAID HOSPITAL DISTRICT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code and pursuant to Ordinance No. 10448, which was adopted by the City Council on November 14, 2023, the City created Tax Increment Reinvestment Zone Number Two (the "Zone"); and

WHEREAS, the City provided notice to the Board of Directors (the "Participant's Governing Body") of the Midland County Hospital District (the "Participant") of the City's creation of the Zone; and

WHEREAS, the City Council and the Participant's Governing Body recognize that the Participant's participation in the funding of the Zone will have the desired effect of developing or redeveloping property in the Zone to the benefit of all taxing units that levy taxes in the Zone; and

WHEREAS, on November 30, 2023, the Participant's Governing Body authorized the execution of an agreement (the "Agreement") with the City for the Participant to participate in the Zone, said Agreement to be in a form substantially similar to that attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of the Agreement;

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

THAT the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, the Agreement on behalf of the City of Midland.

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:

_____
Jose Ortiz, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS

This **AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS** (**"Agreement"**) is entered into by and between the **CITY OF MIDLAND, TEXAS** (the **"City"**) and **MIDLAND COUNTY HOSPITAL DISTRICT D/B/A MIDLAND MEMORIAL HOSPITAL** (the **"Participant"**).

The City and the Participant hereby agree that the following statements are true and correct and constitute the basis upon which the City and the Participant have entered into this Agreement:

A. On November 14, 2023, the City Council of the City of Midland, Texas (the **"Council"**), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10448 designating a contiguous geographic area within the City as a Reinvestment Zone Number Two, City of Midland, Texas (the **"Zone").**

B. Pursuant to and as required by the Act, defined below, the City prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Midland, Texas attached as Exhibit C to Ordinance No. 10448 (hereinafter referred to as the "Preliminary Project and Financing Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone. The Preliminary Project and Financing Plan is hereby incorporated by reference for all purposes and is attached hereto as **Exhibit "A".**

C. Designation of the Zone will cause development of property in and around the Zone to occur that would not occur otherwise in the foreseeable future. It is anticipated that other complementary development in the Zone will follow. This overall development will result in increased tax revenues and other public benefits for both the City and the Participant.

D**.** Pursuant to Section 311.013(f) of the Texas Tax Code, the Participant is not required to pay any tax increment into the tax increment fund of the Zone unless it enters into an agreement to do so with the City. The Participant wishes to enter into such an agreement with the City.

NOW, THEREFORE, for and in consideration of the conditions set forth herein, the sufficiency of which is hereby acknowledged, the City and the Participant do hereby contract, covenant and agree as follows:

1. INCORPORATION OF RECITALS.

The parties hereby agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Act means the Tax Increment Financing Act, as amended and as codified in Chapter 311 of the Texas Tax Code.

Captured Appraised Value in a given year means the total appraised value of all real property taxable by the Participant and located in the Zone for that year less the Tax Increment Base. Captured Appraised Value does not include sales tax, which is not included in this Agreement.

Early Termination means the Participant's termination of this Agreement prior to the expiration of the Agreement.

Preliminary Project and Financing Plan means the project plan for the development and/or redevelopment of the Zone, which will be presented to the TIF Board for recommendation of approval, and subsequently presented to the City Council of the City for consideration of approval by ordinance.

Project and Financing Plan means the project plan for the development and/or redevelopment of the Zone that has been approved by City Council of the City by ordinance.

Tax Increment in a given year means the amount of property taxes levied and collected by the Participant for that year on the Captured Appraised Value of real property taxable by the Participant and located in the Zone.

Tax Increment Base means the total appraised value as of January 1, 2023, of all real property taxable by the Participant and located in the Zone.

Tax Increment Fund means that fund created by the City pursuant to Section 311.014 of the Act and Section Seven of City Ordinance No**.** 10448, which will be maintained by the City as a separate and individual account into which all revenues of the Zone will be deposited, including (i) deposits of Tax Increment by the City and by other taxing units with jurisdiction over real property in the Zone, including the Participant, and (ii) all accrued interest earned on the cash balance of the fund.

TIF Board means the governing board of directors of the Zone appointed in accordance with Section 311.009 of the Act and pursuant to the TIF Ordinance.

TIF Ordinance means City Ordinance No**.** 10448 adopted on November 14, 2023, attached hereto as **Exhibit "B"**.

Zone means the certain real properties and boundaries as described in the TIF Ordinance.

3. DEPOSIT OF TAX INCREMENT.

Pursuant to a Resolution duly adopted by the governing body of the Participant, which Resolution is attached hereto as **Exhibit "C"** and is hereby made a part of this Agreement for all purposes, and specifically subject to Section 4 of this Agreement, the Participant hereby agrees to deposit each year during the term of this Agreement, beginning with the 2024 tax year, one hundred percent (100%) of the Participant's Tax Increment into the Tax Increment Fund. Such deposits shall be made in accordance with the City's standard administrative procedures, but only following receipt of a bill from the City that outlines the City's calculation of the amount of the deposit that is required for that year. The Participant's participation over the life of the Zone is capped at $14,747,782.00 (the **"Maximum Participant Contribution"**). Deposits will continue at the percentage rates set forth herein until the Maximum Participant Contribution is reached, at which point the Participant's obligation to the Tax Increment Fund is complete.

The Participant is not obligated to pay the Participant's Tax Increment from any source other than taxes collected on the Captured Appraised Value. Furthermore, the Participant has no duty or obligation to pay the Participant's Tax Increment from any other Participant taxes or revenues, or until the Participant's Tax Increment in the Zone is actually collected. Any portion of the taxes representing the Participant's Tax Increment that are paid to the Participant and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

4. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS.

This Agreement is based on the following conditions, and the City agrees and acknowledges the Participant's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied.

4.1 Amendments to TIF Ordinance.

The TIF Ordinance designates the boundaries, the eligible real properties for the calculation of Tax Increment for the Zone and the specific participation level of the City. If the TIF Ordinance is amended and materially changes the Participant's participation, the

Participant may suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the governing body of the Participant as an amendment to this Agreement, or the Participant may elect for Early Termination by providing written notice thereof to the City.

4.2. Project Costs.

The Tax Increment deposited into the Tax Increment Fund by the Participant shall be used to pay project costs for purposes as set forth and identified in the Project and Financing Plan. All Tax Increment Fund allocations, including but not limited to any management and administrative costs, must be approved by the TIF Board in accordance with the Project and Financing Plan. If the Project and Financing Plan as approved by City Ordinance is amended to substantially change the scope and nature of the projects included in the Project and Financing Plan or to include additional projects and associated costs that will increase the total public improvement costs of the Project and Financing Plan, the Participant may suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the governing body of the Participant as an amendment to this Agreement, or the Participant may elect for Early Termination by providing written notice thereof to the City.

4.3. Zone Expansion.

As defined, the Zone shall include real properties located within the boundaries as described in the TIF Ordinance. If the Zone is expanded, the Participant is not required to deposit into the Tax Increment Fund any Tax Increment generated from properties in the expanded area unless participation in the expanded boundary area is approved by the governing body of the Participant as an amendment to this Agreement. Additionally, the Tax Increment deposited into the Tax Increment Fund by the Participant may not be used for any permissible project costs in any portion of the expanded area of the Zone unless approved by the governing body of the Participant as an amendment to this Agreement.

4.4 Conformance to Project and Financing Plan.

If the projects to be undertaken pursuant to the Project and Financing Plan are not undertaken within the timeline set forth in the Project and Financing Plan, are discontinued, are performed in a manner and quality inconsistent with the Project and Financing Plan, or are terminated, the Participant may elect for Early Termination by providing written notice thereof to the City.

4.5 TIF Board Membership.

During the term of the Zone, the TIF Board shall include two (2) Participant representatives and the remaining members of the board shall be designated by the City Council and the other taxing units participating in the Zone as described in the TIF

Ordinance. The governing body of the Participant shall provide the name and address of their designated representative to the City Council of the City for appointment to the TIF Board. The City Council of the City shall appoint the designated representatives to the TIF Board. If the designated representatives are not appointed to the TIF Board or the TIF Board does not consist of the representatives stated above, the Participant may suspend payment into the Tax Increment Fund as described in Section 3 until such time that the requirements above are satisfied.

5. TERM.

This Agreement shall take effect on the date as of which both parties have executed it and shall expire upon expiration or termination of the Zone or the date on which all Participant obligations have been met, which currently is the earlier of (i) the date on which the tax increment for tax year 2054 has been paid, (ii) the date on which all project costs of the Zone, including, but not limited to, tax increment bonds and interest on those bonds, have been paid or otherwise satisfied in full, or (iii) the date on which the Maximum Participant Contribution is reached; provided, however, that the Participant may elect for Early Termination as specified in Sections 4.1, 4.2, and 4.4 hereof.

Nothing in this Agreement limits the authority of the City Council and the Participant's governing body to mutually agree to extend the term of the Agreement. Upon termination of the Agreement, the obligation of the Participant to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City or the Zone shall survive such termination.

6. TAX INCREMENT FUND ACCOUNTING.

Throughout the term of the Zone, no later than 90th day following the end of each fiscal year of the City, following execution of this Agreement, the City shall provide the Participant with an annual accounting of the funds deposited to and disbursed from the Tax Increment Fund, including accrued interest.

After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any funds remaining in the Tax Increment Fund following the final annual accounting by the City shall be paid to the Participant, the City, and the other taxing units participating in the Zone in proportion to the Participant's, the City's, and each other taxing unit's respective share of the total amount of Tax Increments derived from taxable real property in the Zone that were deposited in the Tax Increment Fund. For the avoidance of doubt, if the Participant elects for Early Termination as specified in Section 4.1, 4.2, or 4.4 hereof, the Participant's proportional share of the funds in the Tax Increment Fund shall remain in the Tax Increment Fund until all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid.

7. RESPONSIBILITY FOR ACTS.

The City and the Participant shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors. In the event of joint and concurrent negligence of both the City and the Participant, responsibility, if any, shall be apportioned comparatively with the laws of the State of Texas, with the understanding that neither party waives any governmental powers or immunities or any other defenses available to each individually.

8. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party may subsequently designate in writing, by certified mail, postage prepaid, or by hand delivery:

City:

City of Midland, Texas
Attn: City Manager
300 N. Loraine Street
Midland, TX 79701

Participant:

Midland County Hospital District
Attn: Chief Financial Officer
400 Rosalind Redfern Grover Parkway
Midland, TX 79701

9. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Midland County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

11. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and the Participant and are not intended to create any rights, contractual or otherwise, to any other person or entity.

12. FORCE MAJEURE.

The parties shall exercise every reasonable effort to meet their respective obligations as set forth in this Agreement, but shall not be held liable for any delay in or omission of performance due to *force majeure* or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems and/or any other cause beyond the reasonable control of either party.

13. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

14. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the Participant as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the later date on the following signature pages.

[Signature pages follow]

MIDLAND COUNTY HOSPITAL DISTRICT:

By:_____
Jeffrey Beard
President of the Board of Directors

Date: 11/30/2023

ATTEST:

By:_____
Tracie Greene
Secretary of the Board of Directors

APPROVED AS TO FORM ONLY:

By: Melinda D. Hamm
Melinda D. Hamm
Vice President & General Counsel

THE STATE OF TEXAS §
§ **MIDLAND COUNTY HOSPITAL DISTRICT**
COUNTY OF MIDLAND § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jeffrey Beard**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **MIDLAND COUNTY HOSPITAL DISTRICT,** and as the **President of the Board of Directors** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of November, 2023

NOTARY PUBLIC STATE OF TEXAS
Diane M Faulkner
My Commission Expires
12/23/2023
ID No. 8632054

My Commission Expires

Diane Faulkner
Notary Public in and for
The State of Texas

Diane Faulkner
Notary's Printed Name

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

Date:_____

ATTEST:

By: _____
Marcia Bentley-German
City Secretary

APPROVED AS TO FORM ONLY:

By:_____
John Ohnemiller
City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

CITY OF MIDLAND, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TOMMY GONZALEZ** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF MIDLAND,** a home rule municipal corporation, and as the **CITY MANAGER** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20___.

_____
Notary Public in and for
The State of Texas

_____
My Commission Expires

_____
Notary's Printed Name

EXHIBIT "A"
Preliminary Project and Financing Plan

Tax Increment Reinvestment Zone #2
City of Midland, Texas



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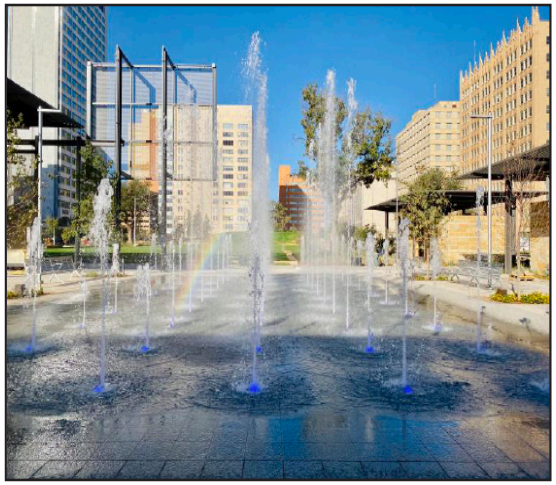
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

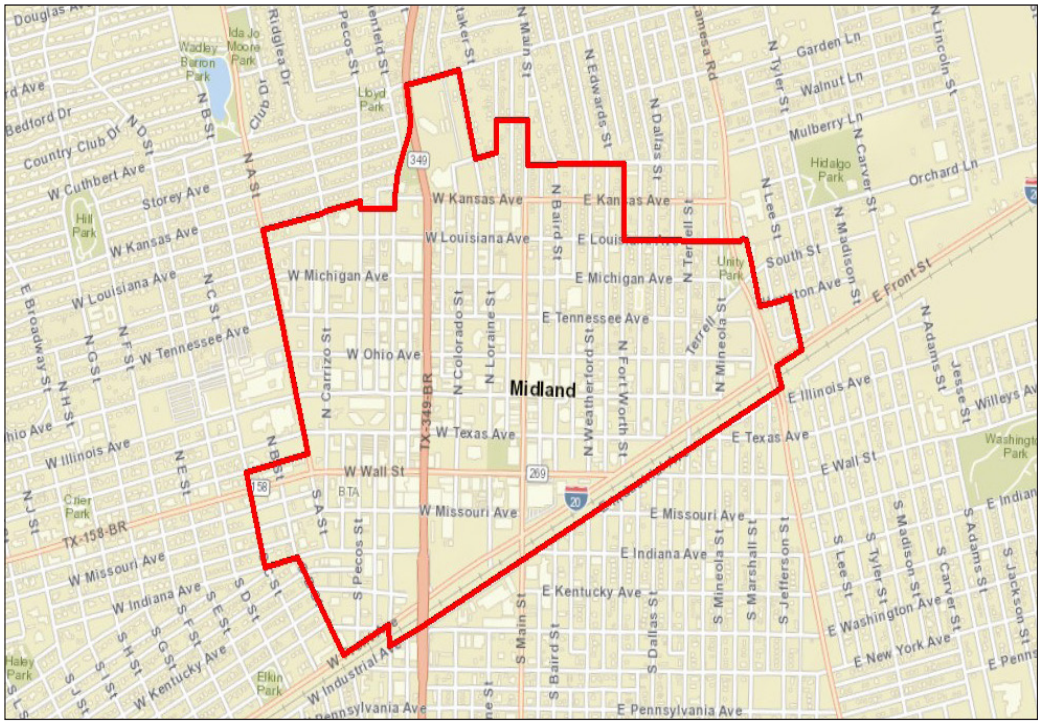
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $70,726,022 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $683,794,052. The 2023 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 100,000	$ 8,000,000
Hotel	2026	135	$ 100,000	$ 13,500,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 9,901,643**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 17,681,506**	**25.0%**
Street and Intersection Improvements	**$ 7,072,602**	**10.0%**
Pedestrian Enhancements	**$ 10,608,903**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 7,072,602**	**10.0%**
Economic Development Grants	**$ 17,681,506**	**25.0%**
Administrative Costs	**$ 707,260**	**1.0%**
Total	$ 70,726,022	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $70,726,022 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone. Subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2023 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.3506620**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

▶ ***INPUT***

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.3506620

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

		AREA	REAL PROPERTY		PERSONAL PROPERTY		SALES	
	Year	SF/UNITS	$ / SF	TAX VALUE	$ / SF	TAX VALUE	$ / SF	TAX VALUE
Hotel	2025	80	$ 100,000.00	$ 8,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 100,000.00	$ 13,500,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		85,500,000		-		2,500,000

▶ ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*23.4%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*8.0%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*4.9%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*5.2%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*58.6%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	62,270,600		$ 62,270,600		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*100.0%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 14,546,699		$ 14,546,699		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*10.5%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*6.4%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*6.7%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*76.4%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	$ 47,723,901		$ 47,723,901		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Hotel Taxable Value Per Unit	100,000	103,500	107,123	110,872	114,752	118,769	122,926	127,228	131,681	136,290	141,060	145,997	151,107	156,396	161,869	167,535	173,399	179,468	185,749	192,250	198,979	205,943	213,151	220,611	228,333	236,324	244,596	253,157	262,017	271,188	280,679
Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
Hotel Taxable Value	-	-	-	**8,869,743**	**24,671,745**	**25,535,256**	**26,428,990**	**27,354,004**	**28,311,394**	**29,302,293**	**30,327,873**	**31,389,349**	**32,487,976**	**33,625,055**	**34,801,932**	**36,020,000**	**37,280,700**	**38,585,524**	**39,936,018**	**41,333,778**	**42,780,491**	**44,277,777**	**45,827,499**	**47,431,461**	**49,091,562**	**50,809,767**	**52,588,109**	**54,428,693**	**56,333,697**	**58,305,276**	**60,346,065**
Multifamily Taxable Value Per Unit	150000	155,250	160,684	166,308	172,128	178,153	184,388	190,842	197,521	204,435	211,590	218,995	226,660	234,593	242,804	251,302	260,098	269,201	278,623	288,375	298,468	308,915	319,727	330,917	342,499	354,487	366,894	379,735	393,026	406,782	421,019
Cumulative Units	-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
Multifamily Taxable Value	-	-	-	-	-	**31,176,766**	**32,267,952**	**66,794,661**	**69,132,474**	**71,552,111**	**74,056,435**	**76,648,410**	**79,331,105**	**82,107,693**	**84,981,462**	**87,955,814**	**91,034,267**	**94,220,466**	**97,518,183**	**100,931,319**	**104,463,915**	**108,120,152**	**111,904,358**	**115,821,010**	**119,874,746**	**124,070,362**	**128,412,824**	**132,907,273**	**137,559,028**	**142,373,594**	**147,356,669**
Multifamily - Adaptive Reuse Taxable Value Per Unit	90,000	93,150	96,410	99,785	103,277	106,892	110,633	114,505	118,513	122,661	126,954	131,397	135,996	140,756	145,683	150,781	156,059	161,521	167,174	173,025	179,081	185,349	191,836	198,550	205,500	212,692	220,136	227,841	235,815	244,069	252,611
Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Multifamily Taxable Value	-	-	-	-	-	**5,344,588**	**5,531,649**	**11,450,513**	**11,851,281**	**12,266,076**	**12,695,389**	**13,139,727**	**13,599,618**	**14,075,605**	**14,568,251**	**15,078,139**	**15,605,874**	**16,152,080**	**16,717,403**	**17,302,512**	**17,908,100**	**18,534,883**	**19,183,604**	**19,855,030**	**20,549,956**	**21,269,205**	**22,013,627**	**22,784,104**	**23,581,548**	**24,406,902**	**25,261,143**
Retail Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Multifamily Taxable Value	-	-	-	-	-	-	**1,536,569**	**1,590,349**	**3,292,023**	**3,407,243**	**3,526,497**	**3,649,924**	**3,777,672**	**3,909,890**	**4,046,736**	**4,188,372**	**4,334,965**	**4,486,689**	**4,643,723**	**4,806,253**	**4,974,472**	**5,148,579**	**5,328,779**	**5,515,286**	**5,708,321**	**5,908,112**	**6,114,896**	**6,328,918**	**6,550,430**	**6,779,695**	**7,016,984**
Taxable Value	-	-	-	**8,869,743**	**24,671,745**	**62,056,609**	**65,765,160**	**107,189,528**	**112,587,173**	**116,527,724**	**120,606,194**	**124,827,411**	**129,196,370**	**133,718,243**	**138,398,382**	**143,242,325**	**148,255,806**	**153,444,760**	**158,815,926**	**164,373,863**	**170,126,948**	**176,081,391**	**182,244,240**	**188,622,788**	**195,224,586**	**202,057,446**	**209,129,457**	**216,448,988**	**224,024,702**	**231,865,567**	**239,980,852**
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County **1,753,345**	-	-	-	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	**4,994,617**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **21,859,901**	-	-	-	*133,143*	*370,346*	*931,527*	*987,196*	*1,609,013*	*1,690,037*	*1,749,188*	*1,810,410*	*1,873,774*	*1,939,356*	*2,007,234*	*2,077,487*	*2,150,199*	*2,225,456*	*2,303,347*	*2,383,964*	*2,467,403*	*2,553,762*	*2,643,144*	*2,735,654*	*2,831,402*	*2,930,501*	*3,033,068*	*3,139,226*	*3,249,098*	*3,362,817*	*3,480,515*	*3,602,334*	**62,270,600**
PERSONAL PROPERTY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Taxable Value Per SF																															
Cumulative SF																															
Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Taxable Value	-	-	-	-	-	-	**1,536,569**	**1,590,349**	**3,292,023**	**3,407,243**	**3,526,497**	**3,649,924**	**3,777,672**	**3,909,890**	**4,046,736**	**4,188,372**	**4,334,965**	**4,486,689**	**4,643,723**	**4,806,253**	**4,974,472**	**5,148,579**	**5,328,779**	**5,515,286**	**5,708,321**	**5,908,112**	**6,114,896**	**6,328,918**	**6,550,430**	**6,779,695**	**7,016,984**
																															GROSS
City of Midland	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	**1,457,142**
Midland County	-	-	-	-	-	-	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	**582,857**
PV																															
Total **584,899**	-	-	-	-	-	-	**26,890**	**27,831**	**57,610**	**59,627**	**61,714**	**63,874**	**66,109**	**68,423**	**70,818**	**73,297**	**75,862**	**78,517**	**81,265**	**84,109**	**87,053**	**90,100**	**93,254**	**96,518**	**99,896**	**103,392**	**107,011**	**110,756**	**114,633**	**118,645**	**122,797**	**2,039,999**
SUMMARY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**
PV																															GROSS
City of Midland **5,595,782**	-	-	-	31,103	86,514	217,609	249,821	395,752	435,951	451,209	467,001	483,346	500,263	517,773	535,895	554,651	574,064	594,156	614,952	636,475	658,751	681,808	705,671	730,370	755,932	782,390	809,774	838,116	867,450	897,811	929,234	**16,003,841**
Midland County **1,949,028**	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	**5,577,474**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **22,544,792**	-	-	-	*133,143*	*370,346*	*931,527*	*1,014,086*	*1,636,845*	*1,747,647*	*1,808,815*	*1,872,124*	*1,937,648*	*2,005,466*	*2,075,657*	*2,148,305*	*2,223,496*	*2,301,318*	*2,381,864*	*2,465,229*	*2,551,512*	*2,640,815*	*2,733,244*	*2,828,907*	*2,927,919*	*3,030,396*	*3,136,460*	*3,246,236*	*3,359,855*	*3,477,449*	*3,599,160*	*3,725,131*	**64,310,599**

PARTICIPATION

REAL PROPERTY	*Taxable Value*	-	-	-	*8,869,743*	*24,671,745*	*62,056,609*	*65,765,160*	*107,189,528*	*112,587,173*	*116,527,724*	*120,606,194*	*124,827,411*	*129,196,370*	*133,718,243*	*138,398,382*	*143,242,325*	*148,255,806*	*153,444,760*	*158,815,326*	*164,373,863*	*170,126,948*	*176,081,391*	*182,244,240*	*188,622,788*	*195,224,586*	*202,057,446*	*209,129,457*	*216,448,988*	*224,024,702*	*231,865,567*	*239,980,862*
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total *5,106,573*	-	-	-	*31,103*	*86,514*	*217,609*	*230,613*	*375,873*	*394,800*	*408,618*	*422,920*	*437,722*	*453,043*	*468,899*	*485,311*	*502,296*	*519,877*	*538,072*	*556,905*	*576,397*	*596,571*	*617,451*	*639,061*	*661,428*	*684,578*	*708,539*	*733,338*	*759,004*	*785,570*	*813,064*	*841,522*	**14,546,699**
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	-	-	-	-	-	*1,536,569*	*1,590,349*	*3,292,023*	*3,407,243*	*3,526,497*	*3,649,924*	*3,777,672*	*3,909,890*	*4,046,736*	*4,188,372*	*4,334,965*	*4,486,689*	*4,643,723*	*4,806,253*	*4,974,472*	*5,148,579*	*5,328,779*	*5,515,286*	*5,708,321*	*5,908,112*	*6,114,896*	*6,328,918*	*6,550,430*	*6,779,695*	*7,016,984*
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																																
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																
PV																															GROSS
City of Midland **5,106,573**	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	**14,546,699**
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total *5,106,573*	-	-	-	*31,103*	*86,514*	*217,609*	*230,613*	*375,873*	*394,800*	*408,618*	*422,920*	*437,722*	*453,043*	*468,899*	*485,311*	*502,296*	*519,877*	*538,072*	*556,905*	*576,397*	*596,571*	*617,451*	*639,061*	*661,428*	*684,578*	*708,539*	*733,338*	*759,004*	*785,570*	*813,064*	*841,522*	**14,546,699**

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

SUMMARY																															
PV																															GROSS
City of Midland **489,208**	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	**1,457,142**
Midland County **1,949,028**	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	**5,577,474**
Midland Hospital **1,064,822**	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	**3,033,276**
Midland College **1,127,296**	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	**3,211,240**
Midland ISD **12,807,864**	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	**36,484,768**
Total **17,448,218**	-	-	-	*102,040*	*283,831*	*713,918*	*783,472*	*1,260,972*	*1,352,847*	*1,400,197*	*1,449,204*	*1,499,926*	*1,552,423*	*1,606,758*	*1,662,994*	*1,721,199*	*1,781,441*	*1,843,792*	*1,908,324*	*1,975,116*	*2,044,245*	*2,115,793*	*2,189,846*	*2,266,491*	*2,345,818*	*2,427,921*	*2,512,899*	*2,600,850*	*2,691,880*	*2,786,096*	*2,883,609*	**49,713,500**

DAVID PETTIT Economic Development

HOT Generated

Revenue Year		0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms		-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate		$ -	$ -	$ -	$ 175.00	$ 181.13	$ 187.46	$ 194.03	$ 200.82	$ 207.85	$ 215.12	$ 222.65	$ 230.44	$ 238.51	$ 246.85	$ 255.49
Annual Taxable Revenue		$ -	$ -	$ -	$ 3,577,000	$ 9,949,649	$ 10,297,887	$ 10,658,313	$ 11,031,354	$ 11,417,451	$ 11,817,062	$ 12,230,659	$ 12,658,732	$ 13,101,788	$ 13,560,350	$ 14,034,963
City Tax Rate	7%	$ -	$ -	$ -	$ 250,390	$ 696,475	$ 720,852	$ 746,082	$ 772,195	$ 799,222	$ 827,194	$ 856,146	$ 886,111	$ 917,125	$ 949,225	$ 982,447
State Tax Rate	6%	$ -	$ -	$ -	$ 214,620	$ 596,979	$ 617,873	$ 639,499	$ 661,881	$ 685,047	$ 709,024	$ 733,840	$ 759,524	$ 786,107	$ 813,621	$ 842,098
		$ -	$ -	$ -	$ 465,010	$ 1,293,454	$ 1,338,725	$ 1,385,581	$ 1,434,076	$ 1,484,269	$ 1,536,218	$ 1,589,986	$ 1,645,635	$ 1,703,232	$ 1,762,846	$ 1,824,545

	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$	264.44	$ 273.69	$ 283.27	$ 293.19	$ 303.45	$ 314.07	$ 325.06	$ 336.44	$ 348.21	$ 360.40	$ 373.01	$ 386.07	$ 399.58	$ 413.57	$ 428.04	$ 443.02	
$	14,526,186	$ 15,034,603	$ 15,560,814	$ 16,105,442	$ 16,669,133	$ 17,252,553	$ 17,856,392	$ 18,481,366	$ 19,128,213	$ 19,797,701	$ 20,490,620	$ 21,207,792	$ 21,950,065	$ 22,718,317	$ 23,513,458	$ 24,336,429	
$	1,016,833	$ 1,052,422	$ 1,089,257	$ 1,127,381	$ 1,166,839	$ 1,207,679	$ 1,249,947	$ 1,293,696	$ 1,338,975	$ 1,385,839	$ 1,434,343	$ 1,484,545	$ 1,536,505	$ 1,590,282	$ 1,645,942	$ 1,703,550	**$30,727,500**
$	871,571	$ 902,076	$ 933,649	$ 966,327	$ 1,000,148	$ 1,035,153	$ 1,071,384	$ 1,108,882	$ 1,147,693	$ 1,187,862	$ 1,229,437	$ 1,272,468	$ 1,317,004	$ 1,363,099	$ 1,410,807	$ 1,460,186	**$26,337,858**
$	1,888,404	$ 1,954,498	$ 2,022,906	$ 2,093,708	$ 2,166,987	$ 2,242,832	$ 2,321,331	$ 2,402,578	$ 2,486,668	$ 2,573,701	$ 2,663,781	$ 2,757,013	$ 2,853,508	$ 2,953,381	$ 3,056,750	$ 3,163,736	$57,065,358

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX

City of Midland	0.3506620	100%	0.3506620
Midland County	0.1204000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000
Midland College	0.0774100	0%	0.0000000
Midland ISD	0.2200000	0%	0.0000000
	0.8415920		*0.3506620*

I&S Only

BUSINESS PERSONAL PROPERTY TAX

City of Midland	0.3506620	0%	0.0000000
Midland County	0.1204000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000
Midland College	0.0774100	0%	0.0000000
Midland ISD	0.8795000	0%	0.0000000
	1.5010920		*0.0000000*

SALES TAX

City of Midland	0.0125000	0%	0.0000000
Midland County	0.0050000	0%	0.0000000
	456.7675000		*0.0175000*

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		83,923	**170,784**	**260,684**	**353,732**	**450,035**	**549,710**	**652,873**	**759,647**	**870,157**	**984,536**	**1,102,918**	**1,225,443**	**1,352,257**	**1,483,509**	**1,619,355**	**1,759,956**	**1,905,478**	**2,056,093**	**2,211,979**	**2,373,322**	**2,540,311**	**2,713,145**	**2,892,028**	**3,077,173**	**3,268,797**	**3,467,128**	**3,672,401**	**3,884,858**	**4,104,751**	**4,332,341**	**56,179,324**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	**0**	**31,103**	**86,514**	**217,609**	**230,613**	**375,873**	**394,800**	**408,618**	**422,920**	**437,722**	**453,043**	**468,899**	**485,311**	**502,296**	**519,877**	**538,072**	**556,905**	**576,397**	**596,571**	**617,451**	**639,061**	**661,428**	**684,578**	**708,539**	**733,338**	**759,004**	**785,570**	**813,064**	**841,522**	**14,546,699**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,442	16,669,133	17,252,553	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE A, 1, 2, 3		**83,923**	**170,784**	**291,787**	**440,246**	**667,644**	**780,323**	**1,028,746**	**1,154,447**	**1,278,776**	**1,407,456**	**1,540,640**	**1,678,486**	**1,821,156**	**1,968,820**	**2,121,652**	**2,279,833**	**2,443,550**	**2,612,998**	**2,788,376**	**2,969,892**	**3,157,762**	**3,352,206**	**3,553,457**	**3,761,751**	**3,977,336**	**4,200,465**	**4,431,405**	**4,670,427**	**4,917,816**	**5,173,862**	**70,726,022**	
Running Total		**83.923**	**254.707**	**546.494**	**986.740**	**1,654.384**	**2,434.708**	**3,463.453**	**4,617.900**	**5,896.676**	**7,304.132**	**8,844.773**	**10,523.259**	**12,344.415**	**14,313.235**	**16,434.887**	**18,714.720**	**21,158.270**	**23,771.267**	**26,559.643**	**29,529.535**	**32,687.297**	**36,039.503**	**39,592.960**	**43,354.711**	**47,332.047**	**51,532.512**	**55,963.917**	**60,634.345**	**65,552.160**	**70,726.022**		

GROSS 70,726,022

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ 83,923	$ 170,784	$ 291,787	$ 440,246	$ 667,644	$ 780,323	$ 1,028,746	$ 1,154,447	$ 1,278,776	$ 1,407,456	$ 1,540,640	$ 1,678,486	$ 1,821,156	$ 1,968,820	$ 2,121,652	$ 2,279,833	$ 2,443,550	$ 2,612,998	$ 2,788,376	$ 2,969,892	$ 3,157,762	$ 3,352,206	$ 3,553,457	$ 3,761,751	$ 3,977,336	$ 4,200,465	$ 4,431,405	$ 4,670,427	$ 4,917,816	$ 5,173,862	70,726,022	City of Midland
Midland County	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
	83,923	**170,784**	**291,787**	**440,246**	**667,644**	**780,323**	**1,028,746**	**1,154,447**	**1,278,776**	**1,407,456**	**1,540,640**	**1,678,486**	**1,821,156**	**1,968,820**	**2,121,652**	**2,279,833**	**2,443,550**	**2,612,998**	**2,788,376**	**2,969,892**	**3,157,762**	**3,352,206**	**3,553,457**	**3,761,751**	**3,977,336**	**4,200,465**	**4,431,405**	**4,670,427**	**4,917,816**	**5,173,862**	**70,726,022**	TOTAL

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX		
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	100%	0.3506620	City of Midland	0.0125000	100%	0.0125000
Midland County	0.1204000	100%	0.1204000	Midland County	0.1204000	100%	0.1204000	Midland County	0.0050000	100%	0.0050000
Midland Hospital	0.0731200	100%	0.0731200	Midland Hospital	0.0731200	100%	0.0731200		*456.7675000*		*456.7675000*
Midland College	0.0774100	100%	0.0774100	Midland College	0.0774100	100%	0.0774100				
Midland ISD	0.8795000	100%	0.8795000	Midland ISD	0.8795000	100%	0.8795000				
	1.5010920		*1.5010920*		*1.5010920*		*1.5010920*				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		28,815	58,639	89,506	121,454	154,520	188,743	224,164	260,825	298,769	338,041	378,688	420,757	464,298	509,364	556,007	604,282	654,247	705,961	759,484	814,881	872,217	931,560	992,980	1,056,549	1,122,343	1,190,440	1,260,921	1,333,868	1,409,369	1,487,512	19,289,203	Midland County
Midland Hospital		17,500	35,612	54,358	73,760	93,841	114,625	136,137	158,401	181,445	205,295	229,980	255,529	281,973	309,341	337,668	366,986	397,330	428,736	461,242	494,885	529,705	565,745	603,045	641,652	681,609	722,965	765,769	810,070	855,922	903,379	11,714,506	Midland Hospital
Midland College		18,526	37,701	57,547	78,088	99,347	121,351	144,124	167,695	192,091	217,340	243,473	270,521	298,516	327,490	357,479	388,517	420,642	453,890	488,303	523,920	560,784	598,937	638,427	679,298	721,600	765,382	810,697	857,597	906,140	956,381	12,401,804	Midland College
Midland ISD		210,489	428,345	653,826	887,199	1,128,740	1,378,734	1,637,479	1,905,280	2,182,453	2,469,328	2,766,243	3,073,551	3,391,614	3,720,809	4,061,527	4,414,169	4,779,154	5,156,913	5,547,894	5,952,559	6,371,388	6,804,875	7,253,535	7,717,897	8,198,513	8,695,949	9,210,797	9,743,663	10,295,181	10,866,001	140,904,105	Midland ISD
		359,253	**731,080**	**1,115,921**	**1,514,232**	**1,926,483**	**2,353,163**	**2,794,777**	**3,251,848**	**3,724,916**	**4,214,541**	**4,721,303**	**5,245,802**	**5,788,658**	**6,350,514**	**6,932,036**	**7,533,910**	**8,156,850**	**8,801,593**	**9,468,902**	**10,159,567**	**10,874,405**	**11,614,262**	**12,389,015**	**13,172,568**	**13,992,862**	**14,841,865**	**15,720,583**	**16,630,057**	**17,571,362**	**18,545,613**	**240,488,942**	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	4,994,617	Midland County
Midland Hospital		0	0	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276	Midland Hospital
Midland College		0	0	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240	Midland College
Midland ISD		0	0	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768	Midland ISD
		0	**0**	**133,143**	**370,346**	**931,527**	**987,196**	**1,609,013**	**1,690,037**	**1,749,188**	**1,810,410**	**1,873,774**	**1,939,356**	**2,007,234**	**2,077,487**	**2,150,199**	**2,225,456**	**2,303,347**	**2,383,964**	**2,467,403**	**2,553,762**	**2,643,144**	**2,735,654**	**2,831,402**	**2,930,501**	**3,033,068**	**3,139,226**	**3,249,098**	**3,362,817**	**3,480,515**	**3,602,334**	**62,270,600**	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984		
City of Midland		0	0	0	0	0	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142	City of Midland
Midland County		0	0	0	0	0	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857	Midland County
		0	**0**	**0**	**0**	**0**	**26,890**	**27,831**	**57,610**	**59,627**	**61,714**	**63,874**	**66,109**	**68,423**	**70,818**	**73,297**	**75,862**	**78,517**	**81,265**	**84,109**	**87,053**	**90,100**	**93,254**	**96,518**	**99,896**	**103,392**	**107,011**	**110,756**	**114,633**	**118,645**	**122,797**	**2,039,999**	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,577,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,442	16,669,133	17,252,553	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	250,390	696,475	720,852	746,082	772,195	799,222	827,194	856,146	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	City of Midland
		0	**0**	**250,390**	**696,475**	**720,852**	**746,082**	**772,195**	**799,222**	**827,194**	**856,146**	**886,111**	**917,125**	**949,225**	**982,447**	**1,016,833**	**1,052,422**	**1,089,257**	**1,127,381**	**1,166,839**	**1,207,679**	**1,249,947**	**1,293,696**	**1,338,975**	**1,385,839**	**1,434,343**	**1,484,545**	**1,536,505**	**1,590,282**	**1,645,942**	**1,703,550**	**30,727,500**	
REVENUE A, 1, 2, 3		**359,253**	**731,080**	**1,499,454**	**2,581,053**	**3,578,862**	**4,113,331**	**5,203,817**	**5,798,717**	**6,360,925**	**6,942,811**	**7,545,062**	**8,168,393**	**8,813,540**	**9,481,267**	**10,172,364**	**10,887,650**	**11,627,971**	**12,394,203**	**13,187,254**	**14,008,061**	**14,857,596**	**15,736,865**	**16,646,909**	**17,588,804**	**18,563,665**	**19,572,647**	**20,616,942**	**21,697,789**	**22,816,465**	**23,974,294**	**335,527,042**	
Running Total		**359.253**	**1.090.334**	**2.589.788**	**5.170.841**	**8.749.703**	**12.863.033**	**18.066.850**	**23.865.567**	**30.226.492**	**37.169.302**	**44.714.364**	**52.882.757**	**61.696.296**	**71.177.563**	**81.349.927**	**92.237.577**	**103.865.549**	**116.259.752**	**129.447.006**	**143.455.066**	**158.312.663**	**174.049.528**	**190.696.437**	**208.285.240**	**226.848.905**	**246.421.552**	**267.038.495**	**288.736.283**	**311.552.748**	**335.527.042**		

GROSS	335.527.042	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 542,177	$ 1,136,721	$ 1,388,496	$ 1,545,612	$ 1,820,820	$ 1,994,819	$ 2,148,561	$ 2,307,684	$ 2,472,376	$ 2,642,832	$ 2,819,254	$ 3,001,851	$ 3,190,840	$ 3,386,442	$ 3,588,891	$ 3,798,425	$ 4,015,293	$ 4,239,752	$ 4,472,066	$ 4,712,512	$ 4,961,373	$ 5,218,944	$ 5,485,530	$ 5,761,447	$ 6,047,021	$ 6,342,590	$ 6,648,504	$ 6,965,125	102,910,665	City of Midland
Midland County		$ 28,815	$ 58,639	$ 100,185	$ 151,159	$ 229,236	$ 275,607	$ 361,172	$ 412,840	$ 456,105	$ 500,883	$ 547,229	$ 595,198	$ 644,844	$ 696,229	$ 749,412	$ 804,457	$ 861,428	$ 920,393	$ 981,422	$ 1,044,587	$ 1,109,962	$ 1,177,626	$ 1,247,658	$ 1,320,141	$ 1,395,161	$ 1,472,807	$ 1,553,170	$ 1,636,346	$ 1,722,433	$ 1,811,534	24,866,678	Midland County
Midland Hospital		$ 17,500	$ 35,612	$ 60,843	$ 91,800	$ 139,217	$ 162,713	$ 214,514	$ 240,725	$ 266,650	$ 293,483	$ 321,254	$ 349,998	$ 379,747	$ 410,538	$ 442,407	$ 475,390	$ 509,529	$ 544,862	$ 581,432	$ 619,282	$ 658,456	$ 699,002	$ 740,966	$ 784,400	$ 829,354	$ 875,881	$ 924,036	$ 973,877	$ 1,025,462	$ 1,078,853	14,747,782	Midland Hospital
Midland College		$ 18,526	$ 37,701	$ 64,413	$ 97,186	$ 147,385	$ 172,259	$ 227,100	$ 254,849	$ 282,295	$ 310,701	$ 340,102	$ 370,532	$ 402,027	$ 434,625	$ 468,363	$ 503,282	$ 539,423	$ 576,829	$ 615,545	$ 655,615	$ 697,088	$ 740,013	$ 784,439	$ 830,421	$ 878,012	$ 927,269	$ 978,250	$ 1,031,015	$ 1,085,627	$ 1,142,150	15,613,044	Midland College
Midland ISD		$ 210,489	$ 428,345	$ 731,835	$ 1,104,187	$ 1,674,527	$ 1,957,139	$ 2,580,211	$ 2,895,484	$ 3,207,315	$ 3,530,960	$ 3,864,101	$ 4,209,833	$ 4,567,666	$ 4,938,023	$ 5,321,343	$ 5,718,079	$ 6,128,701	$ 6,553,694	$ 6,993,562	$ 7,448,826	$ 7,920,024	$ 8,407,713	$ 8,912,472	$ 9,434,898	$ 9,975,608	$ 10,535,243	$ 11,114,465	$ 11,713,961	$ 12,334,438	$ 12,976,632	177,388,872	Midland ISD
		359,253	**731,080**	**1,499,454**	**2,581,053**	**3,578,862**	**4,113,331**	**5,203,817**	**5,798,717**	**6,360,925**	**6,942,811**	**7,545,062**	**8,168,393**	**8,813,540**	**9,481,267**	**10,172,364**	**10,887,650**	**11,627,971**	**12,394,203**	**13,187,254**	**14,008,061**	**14,857,596**	**15,736,865**	**16,646,909**	**17,588,804**	**18,563,665**	**19,572,647**	**20,616,942**	**21,697,789**	**22,816,465**	**23,974,294**	**335,527,042**	TOTAL

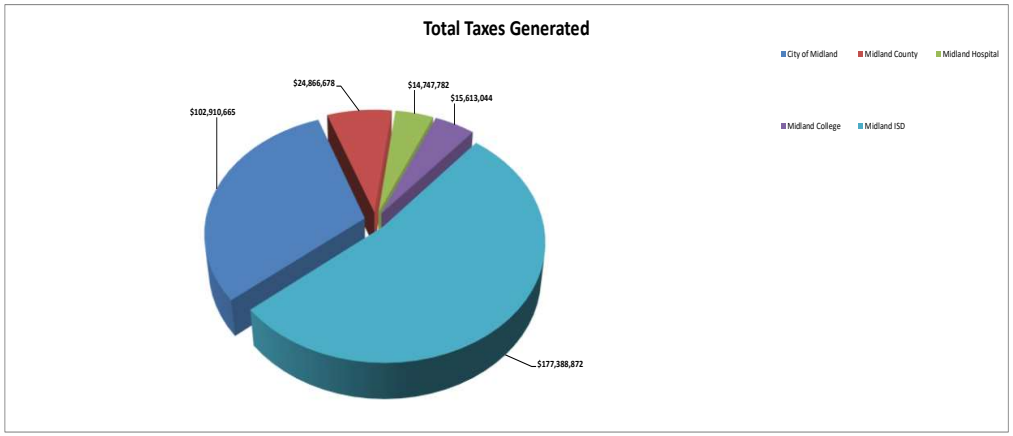
DAVID PETTIT Economic Development

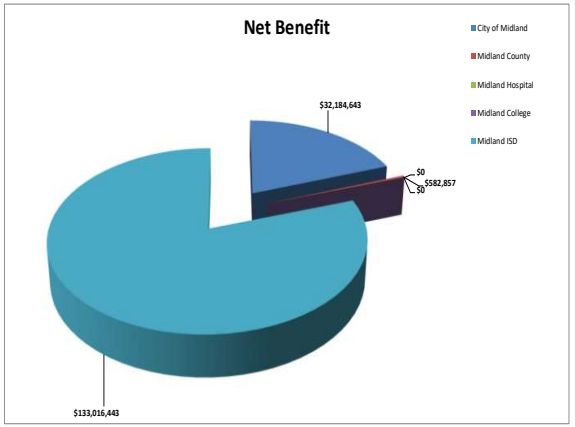
Revenue Summary

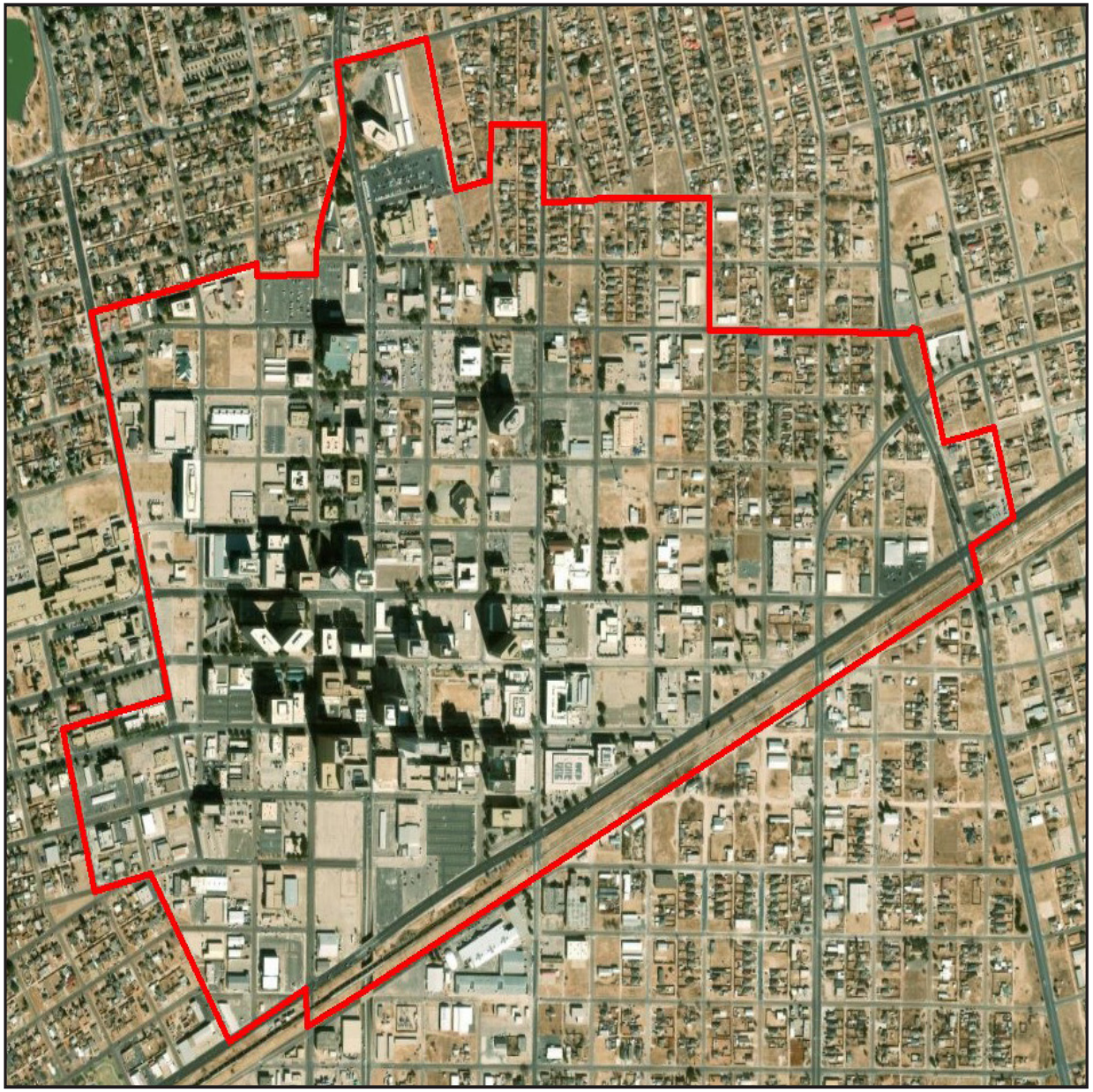
Taxing Jurisdictions	Total Taxes Generated	City Participation (100%)	*Potential Additional Participation (100%)	Net Benefit
City of Midland	$102,910,665	$70,726,022		$32,184,643
Midland County	$24,866,678		$24,283,821	$582,857
Midland Hospital	$14,747,782		$14,747,782	$0
Midland College	$15,613,044		$15,613,044	$0
Midland ISD	$177,388,872		$44,372,430	$133,016,443
Total	**$335,527,042**	**$70,726,022**	**$99,017,077**	**$165,783,942**

**Potential Additional Participation subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$102,910,665	$70,726,022	$32,184,643
City of Midland - Real Property	*$70,726,022*	*$70,726,022*	$0
City of Midland - Sales	*$1,457,142*	*$0*	*$1,457,142*
City of Midland -HOT	*$30,727,500*	*$0*	$30,727,500







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035353	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000034994	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214346	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051786	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035156	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035159	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035331	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000035164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035527	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035558	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035335	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

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R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000014588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000026073	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

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R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000026104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217758	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035562	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035560	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

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R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035552	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215329	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035546	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035283	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035182	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035118	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000032393	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034974	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025856	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058241	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

EXHIBIT “B”
TIF Ordinance

ORDINANCE NO. 10448

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS

WHEREAS, the City of Midland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City, which is more specifically described in ***Exhibits "A"*** and ***"B"*** of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Two, City of Midland,* attached as ***Exhibit C*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on October 13, 2023, which date is before the seventh (7th) day before the public hearing held on October 24, 2023; and

WHEREAS, at the public hearing on October 24, 2023, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on October 24, 2023, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 24, 2023; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the expansion of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located within the City limits of the City; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION THREE. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits "A" and "B" hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Two, City of Midland, Texas (hereinafter referred to as the "Zone").

SECTION FOUR. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members appointed by the City Council. The seven (7) members appointed by the City Council may include the Mayor and the members of the City Council.

The Board shall elect a chairman of the Board. The Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the Tax Increment Fund may appoint two (2) members of the board. The number of directors on the Board of Directors shall be increased by two (2) for each taxing unit that appoints two (2) directors to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws.

The Board may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the Tax Increment Fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the Tax Increment Fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone; provided, however, that any such program shall be subject to final approval of the City Council. For the avoidance of doubt, the Board's establishment and administration of a program authorized by this paragraph, including but not limited to an agreement, amendment of an agreement, or renewal of an agreement authorized by Chapter 380, Local Government Code, in conjunction with Chapter 311, Local Government Code, shall be of no force or effect unless it is approved by the City Council.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

SECTION FIVE. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION SIX. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2023, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, (ii) one hundred percent (100%) of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION SEVEN. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION EIGHT. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of October, A.D., 2023; and passed to second reading on motion of Council member Ladd, seconded by Council member Norman, by the following vote:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Norman, seconded by Council member Dufford, on the 14th day of November, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE": Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 14th day of November, A.D., 2023.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohmemiller, City Attorney

EXHIBIT A

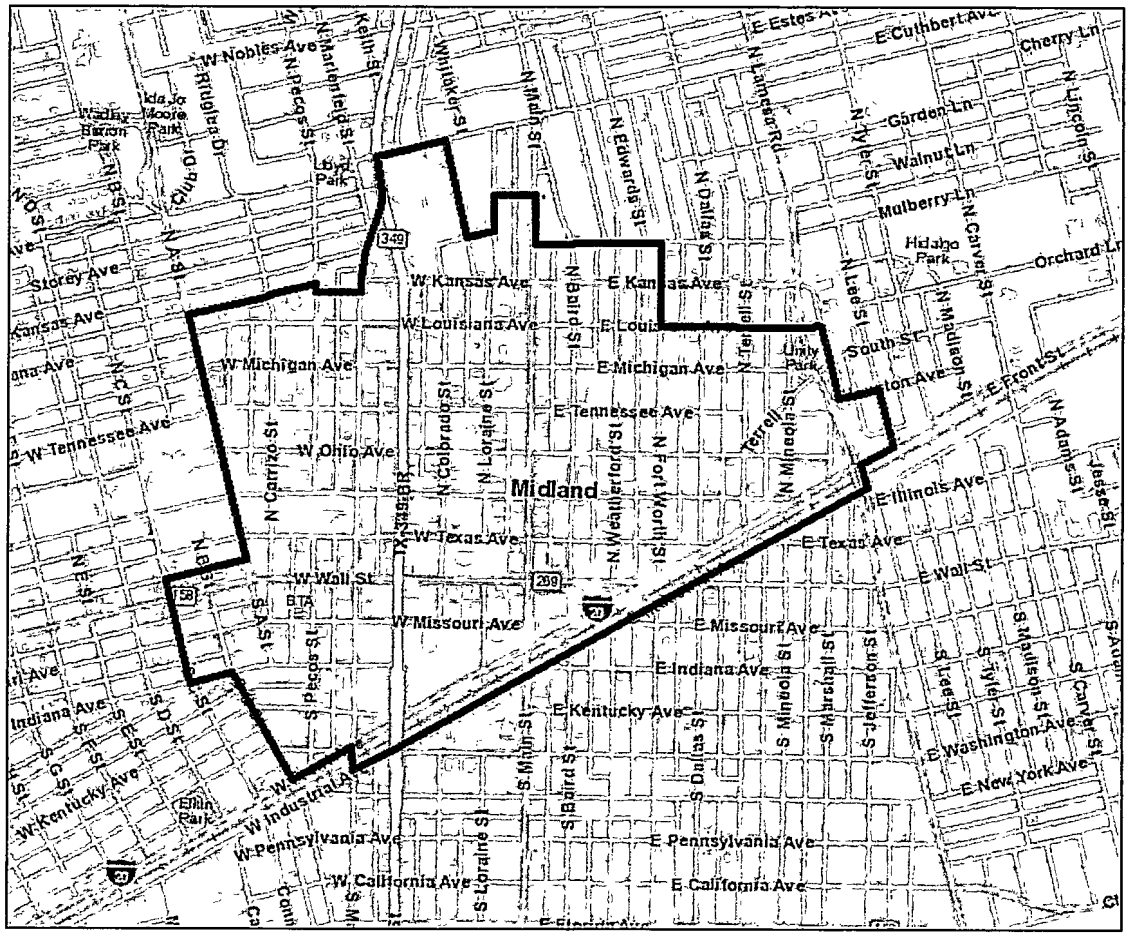
BOUNDARY DESCRIPTION

The proposed boundaries of the Zone, being land all within the City and County of Midland, Texas, are described as follows:

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right-of-way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then east along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then east along the northern boundary of said alley, to the western right-of way line of "A" St., then north along the western right-of-way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then east along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then east along the northern boundary of said alley to the NW corner of said alley and Pecos St., then south along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then east along the northern right-of-way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then north along the western right-of-way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then north along the western right-of-way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then east along the northern right-of-way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then south along the eastern right-of-way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then east along the northern right-of-way line of Walcott St. to the western right-of-way line of Loraine St, then north along the western right-of-way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then east along the northern right-of-way line of Walcott St. to the NE corner of Walcott St. and Main St., then south along the eastern right-of-way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then east along the northern boundary of said alley to the northern right-of-way line of Mississippi Ave. then east along said line to the NE corner of Mississippi Ave. and Fort Worth St., then south along the eastern right-of-way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then east along the northern right-of-way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then south along the eastern boundary of said alley to the southern right-of-way line of South St., then west along said line to the SE corner of South St. and Lamesa Rd., then south along the eastern right-of-way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then east along the northern right-of-way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then south along the eastern right-of-way line of Lee St. to the SE corner of Lee St. and Front Ave., then west along the southern right-of-way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then south along the eastern right-of-way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then west along the southern right-of-way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then north along the western right-of-way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then west along the southern right-of-way line of Front Ave. to the SW corner of Front Ave. and "B" St., then north along the western right-of-way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then west along the southern right-of-way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

EXHIBIT B

BOUNDARY MAP



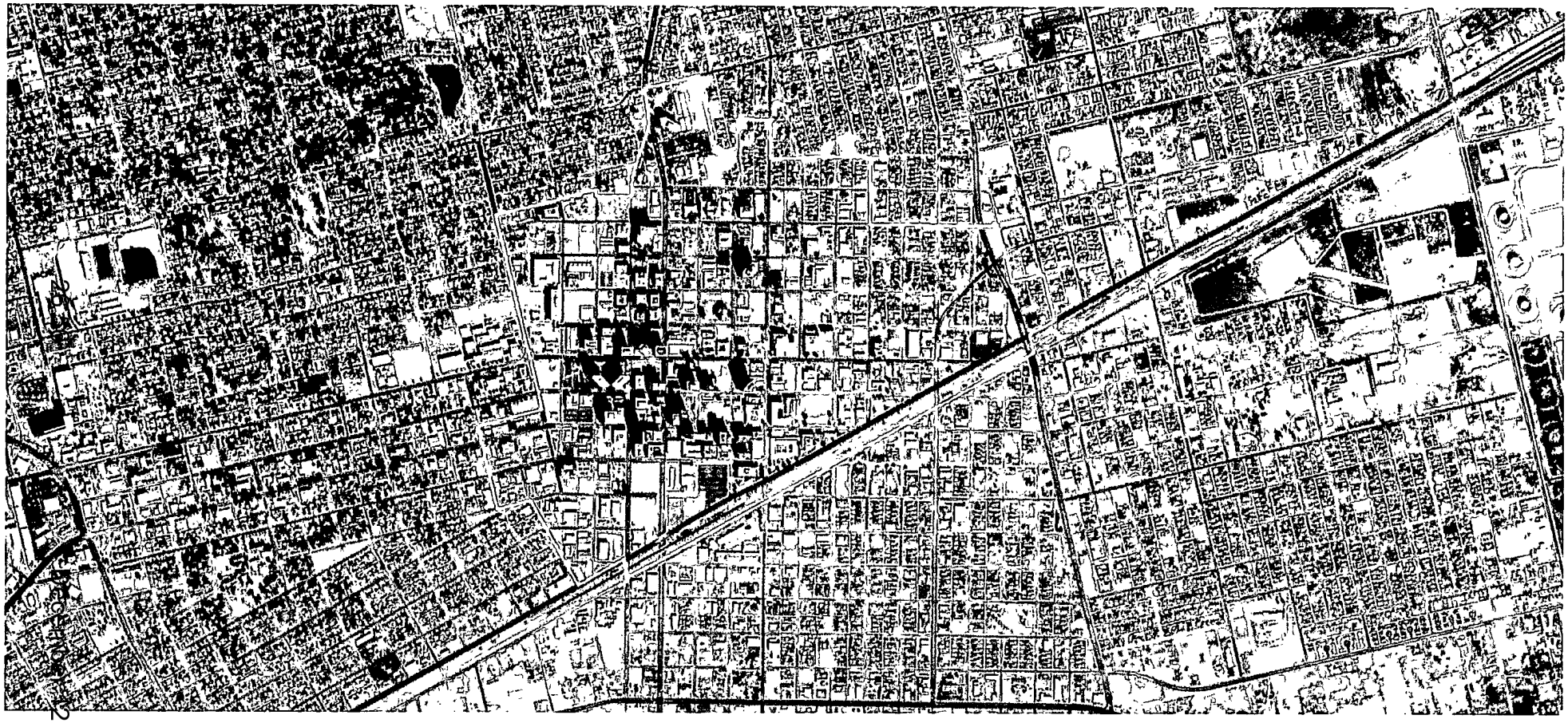
- TIRZ Boundary

EXHIBIT C

PRELIMINARY PROJECT PLAN AND FINANCE PLAN

PRELIMINARY PROJECT AND FINANCING PLAN
OCTOBER 2023

Tax Increment Reinvestment Zone #2
City of Midland, Texas



DAVID PETTIT
Economic Development

ACKET
2, 2023

Table of Contents

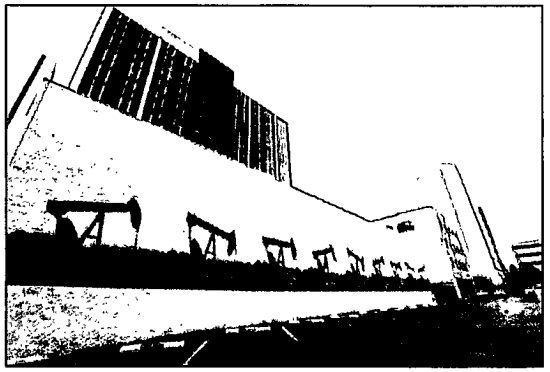
- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 14
- Appendix A 15

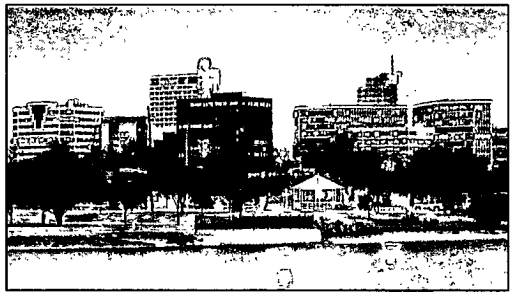
DISCLAIMER

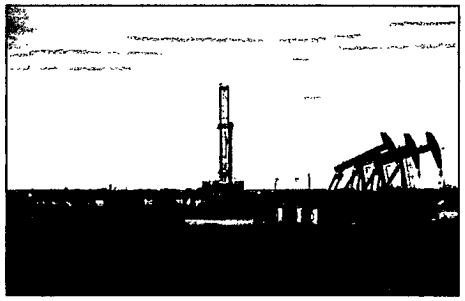
Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

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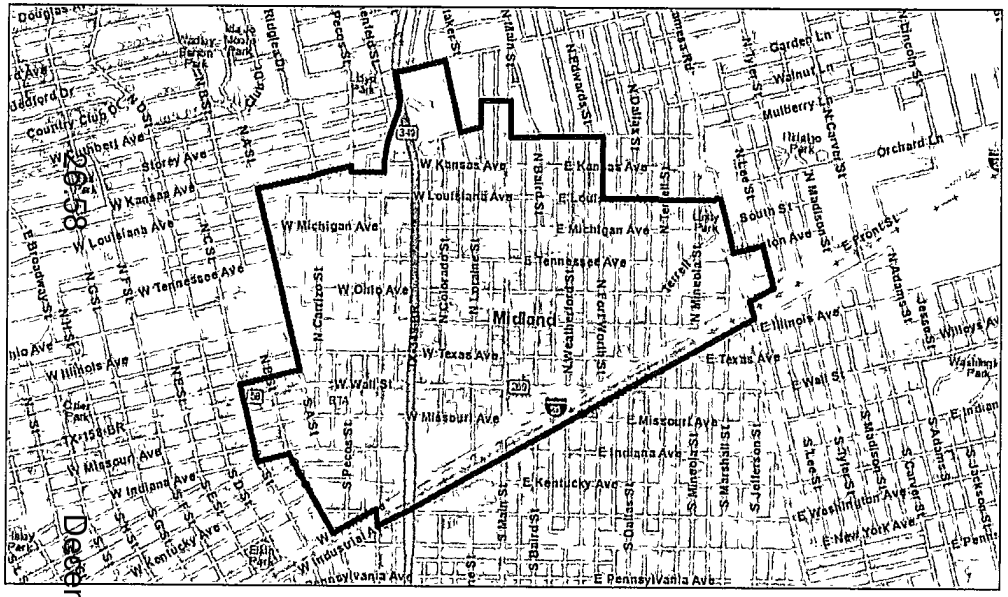
Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $70,726,022 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

DAVID PETTIT
Economic Development

TIRZ Boundary

PACKET 29:58 December 12 2013

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Current Conditions

PACKET

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $683,794,052. The 2023 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A.**

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

26.60

December 12, 2023

Proposed Development

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 100,000	$ 8,000,000
Hotel	2026	135	$ 100,000	$ 13,500,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

PACKET 26.61 December 12, 2023

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 9,901,643**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 17,681,506**	**25.0%**
Street and Intersection Improvements	**$ 7,072,602**	**10.0%**
Pedestrian Enhancements	**$ 10,608,903**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 7,072,602**	**10.0%**
Economic Development Grants	**$ 17,681,506**	**25.0%**
Administrative Costs	**$ 707,260**	**1.0%**
Total	$ 70,726,022	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $70,726,022 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010(h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

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PACKET

Public Facilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

December 12, 2023

PACKET PG 68

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone. Subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2023 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.3506620**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

December 12, 2023

Financial Feasibility Analysis - Development Input

► *INPUT*

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.3506620

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 100,000.00	$ 8,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 100,000.00	$ 13,500,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2028	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		85,500,000		-		2,500,000

► *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	23.4%	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	8.0%	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	4.9%	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	5.2%	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	58.5%	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	62,270,600		$ 62,270,600		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*100.0%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 14,546,699		$ 14,546,699		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*10.5%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*6.4%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*6.7%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*76.4%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	$ 47,723,901		$ 47,723,901		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

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September 2023

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

		PV	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	GROSS
TOTAL TAX REVENUE	Calendar Year																																	
REAL PROPERTY			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	
Hotel	Taxable Value Per Unit		100,000	103,500	107,123	110,872	114,752	118,769	122,926	127,228	131,681	136,290	141,060	145,997	151,107	156,396	161,869	167,535	173,399	179,468	185,749	192,250	198,979	205,943	213,151	220,611	228,333	236,324	244,596	253,157	262,017	271,188	280,679	
	Cumulative Units		-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
	Hotel Taxable Value		-	-	-	8,869,742	24,671,745	25,535,254	26,428,990	27,354,004	28,311,394	29,302,293	30,327,873	31,389,348	32,487,976	33,625,055	34,801,932	36,020,000	37,280,700	38,585,524	39,936,018	41,333,778	42,780,461	44,277,777	45,827,498	47,431,461	49,091,562	50,809,767	52,588,108	54,428,693	56,333,697	58,305,378	60,346,065	
Multifamily	Taxable Value Per Unit		150,000	155,250	160,684	166,308	172,128	178,153	184,388	190,842	197,521	204,435	211,590	218,995	226,660	234,593	242,804	251,302	260,098	269,201	278,623	288,375	298,468	308,915	319,727	330,917	342,499	354,487	366,894	379,735	393,026	406,782	421,019	
	Cumulative Units		-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	
	Multifamily Taxable Value		-	-	-	-	-	31,176,766	32,267,852	66,794,681	69,132,474	71,552,111	74,056,433	76,648,410	79,331,105	82,107,693	84,981,462	87,955,814	91,034,267	94,220,466	97,518,183	100,931,318	104,463,915	108,120,152	111,904,358	115,821,010	119,874,746	124,070,362	128,412,874	132,907,273	137,559,028	142,373,594	147,356,669	
Multifamily - Adaptive Reuse	Taxable Value Per Unit		90,000	93,150	96,410	99,783	103,277	106,892	110,633	114,505	118,513	122,661	126,954	131,397	135,996	140,756	145,683	150,781	156,059	161,521	167,174	173,025	179,081	185,349	191,836	198,550	205,500	212,692	220,136	227,841	235,815	244,069	252,611	
	Cumulative Units		-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
	Multifamily Taxable Value		-	-	-	-	-	5,344,588	5,531,649	11,450,512	11,851,281	12,266,076	12,695,389	13,139,727	13,599,618	14,075,605	14,568,251	15,078,139	15,605,874	16,152,080	16,717,403	17,302,512	17,908,100	18,534,883	19,183,604	19,855,030	20,549,956	21,269,205	22,013,627	22,784,104	23,581,548	24,406,902	25,261,143	
Retail	Taxable Value Per SF		500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403	
	Cumulative SF		-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
	Multifamily Taxable Value		-	-	-	-	-	-	1,538,569	1,590,349	3,292,023	3,407,243	3,526,487	3,649,924	3,777,672	3,909,890	4,046,738	4,188,372	4,334,963	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,685	7,016,884	
	Taxable Value		-	-	-	8,868,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,164	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,444	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862	
City of Midland		5,108,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,659
Midland County		1,753,345	-	-	-	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	4,994,617
Midland Hospital		1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College		1,127,296	-	-	-	6,866	19,098	48,036	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240
Midland ISD		12,807,864	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,638	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,759
Total		[illegible]	-	-	-	133,143	370,346	931,527	987,196	1,609,013	1,690,037	1,749,188	1,810,410	1,873,774	1,939,356	2,007,234	2,077,487	2,150,199	2,225,456	2,303,347	2,383,964	2,467,403	2,553,762	2,643,144	2,735,654	2,831,402	2,930,581	3,033,068	3,139,224	3,249,098	3,362,817	3,480,515	3,602,334	[illegible]
PERSONAL PROPERTY			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	
	Taxable Value Per SF																																	
	Cumulative SF																																	
	Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Midland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	
	Sales Per SF		500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403	
	Cumulative SF		-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
	Taxable Value		-	-	-	-	-	-	1,538,569	1,590,349	3,292,023	3,407,243	3,526,487	3,649,924	3,777,672	3,909,890	4,046,738	4,188,372	4,334,963	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,685	7,016,884	
City of Midland			-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,748	87,712	1,457,142
Midland County			-	-	-	-	-	-	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,218	24,031	24,872	25,742	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857
Total		684,892	-	-	-	-	-	-	26,890	27,831	57,610	58,627	61,714	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,265	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,633	118,645	122,797	2,039,999
SUMMARY			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	
City of Midland		5,593,782	-	-	-	31,103	86,514	217,609	249,821	395,752	435,951	451,209	467,001	483,346	500,263	517,773	535,895	554,651	574,064	594,156	614,952	636,475	658,751	681,808	705,671	730,370	755,932	782,390	809,774	838,116	867,450	897,811	929,234	16,003,841
Midland County		1,949,029	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	5,577,474
Midland Hospital		1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College		1,127,296	-	-	-	6,866	19,098	48,036	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240
Midland ISD		12,807,864	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,638	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,759
Total		[illegible]	-	-	-	133,143	370,346	931,527	1,014,086	1,636,845	1,747,647	1,808,815	1,872,124	1,937,648	2,005,468	2,075,657	2,148,305	2,223,496	2,301,318	2,381,864	2,465,229	2,551,512	2,640,815	2,733,244	2,828,907	2,927,819	3,030,396	3,136,460	3,246,236	3,359,855	3,477,449	3,599,160	3,725,131	[illegible]
PARTICIPATION																																		
REAL PROPERTY	Taxable Value		-	-	-	8,868,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,164	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,444	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862	
City of Midland		5,108,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,659
Midland County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		5,108,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,659
PERSONAL PROPERTY	Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Midland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value		-	-	-	-	-	-	1,538,569	1,590,349	3,292,023	3,407,243	3,526,487	3,649,924	3,777,672	3,909,890	4,046,738	4,188,372	4,334,963	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,685	7,016,884	
City of Midland			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																		
City of Midland		5,108,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,659
Midland County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		5,108,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,659
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																																		
SUMMARY																																		
City of Midland		489,208	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,748	87,712	1,457,142
Midland County		1,949,029	-	-	-	10,679	29,705	74,716	86,664	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	5,577,474
Midland Hospital		1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College		1,127,296	-	-	-	6,866	19,098	48,036	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240
Midland ISD		12,807,864	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,638	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,759
Total		[illegible]	-	-	-	102,040	283,831	713,918	783,472	1,260,972	1,352,847	1,400,197	1,449,204	1,499,926	1,552,423	1,606,758	1,662,994	1,721,199	1,781,441	1,843,792	1,908,324	1,975,116	2,044,245	2,115,793	2,189,846	2,266,491	2,345,818	2,427,921	2,512,899	2,600,850	2,691,880	2,786,096	2,883,609	[illegible]

PACKET 26.66 December 12, 2023

DAVID PETTIT
Economic Development

PACKET
26.67
December 12, 2023

HOT Generated

Revenue Year	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms	0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms	-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate	$ -	$ -	$ -	$ 175.00	$ 181.13	$ 187.46	$ 194.03	$ 200.82	$ 207.85	$ 215.12	$ 222.65	$ 230.44	$ 238.51	$ 246.85	$ 255.49
Annual Taxable Revenue	$ -	$ -	$ -	$ 3,577,000	$ 9,949,649	$ 10,297,887	$ 10,658,313	$ 11,031,354	$ 11,417,451	$ 11,817,062	$ 12,230,659	$ 12,658,732	$ 13,101,788	$ 13,560,350	$ 14,034,963
City Tax Rate 7%	$ -	$ -	$ -	$ 250,390	$ 696,475	$ 720,852	$ 746,082	$ 772,195	$ 799,222	$ 827,194	$ 856,146	$ 886,111	$ 917,125	$ 949,225	$ 982,447
State Tax Rate 6%	$ -	$ -	$ -	$ 214,620	$ 596,979	$ 617,873	$ 639,499	$ 661,881	$ 685,047	$ 709,024	$ 733,840	$ 759,524	$ 786,107	$ 813,621	$ 842,098
	$ -	$ -	$ -	$ 465,010	$ 1,293,454	$ 1,338,725	$ 1,385,581	$ 1,434,076	$ 1,484,269	$ 1,536,218	$ 1,589,986	$ 1,645,635	$ 1,703,232	$ 1,762,846	$ 1,824,545

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 264.44	$ 273.69	$ 283.27	$ 293.19	$ 303.45	$ 314.07	$ 325.06	$ 336.44	$ 348.21	$ 360.40	$ 373.01	$ 386.07	$ 399.58	$ 413.57	$ 428.04	$ 443.02	
$ 14,526,186	$ 15,034,603	$ 15,560,814	$ 16,105,442	$ 16,669,133	$ 17,252,553	$ 17,856,392	$ 18,481,366	$ 19,128,213	$ 19,797,701	$ 20,490,620	$ 21,207,792	$ 21,950,065	$ 22,718,317	$ 23,513,458	$ 24,336,429	
$ 1,016,833	$ 1,052,422	$ 1,089,257	$ 1,127,381	$ 1,166,839	$ 1,207,679	$ 1,249,947	$ 1,293,696	$ 1,338,975	$ 1,385,839	$ 1,434,343	$ 1,484,545	$ 1,536,505	$ 1,590,282	$ 1,645,942	$ 1,703,550	**$30,727,500**
$ 871,571	$ 902,076	$ 933,649	$ 966,327	$ 1,000,148	$ 1,035,153	$ 1,071,384	$ 1,108,882	$ 1,147,693	$ 1,187,862	$ 1,229,437	$ 1,272,468	$ 1,317,004	$ 1,363,099	$ 1,410,807	$ 1,460,186	**$26,337,858**
$ 1,888,404	$ 1,954,498	$ 2,022,906	$ 2,093,708	$ 2,166,987	$ 2,242,832	$ 2,321,331	$ 2,402,578	$ 2,486,668	$ 2,573,701	$ 2,663,781	$ 2,757,013	$ 2,853,508	$ 2,953,381	$ 3,056,750	$ 3,163,736	$57,065,358

PACKET

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAX BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

	REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX		
City of Midland	0.3506620	100%	0.3506620		City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0125000	0%	0.0000000
Midland County	0.1294000	0%	0.0000000		Midland County	0.1294000	0%	0.0000000	Midland County	0.0250000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000		Midland Hospital	0.0731200	0%	0.0000000		4SE 7875000		0.0175000
Midland College	0.0774100	0%	0.0000000		Midland College	0.0774100	0%	0.0000000				
Midland ISD	0.2200000	0%	0.0000000	TAS Only	Midland ISD	0.8795000	0%	0.0000000				
	0.8415920		0.3506620			1.5010920		0.0000000				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		City of Midland
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland County
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland Hospital
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland College
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland ISD
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	City of Midland
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	Midland County
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	Midland Hospital
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	Midland College
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	Midland ISD
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	City of Midland
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	Midland County
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	Midland Hospital
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	Midland College
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	##########	##########	##########	##########	##########	##########	Midland ISD
REVENUE A TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,564	353,732	450,035	549,710	652,873	759,847	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	66,179,324	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		83,923	170,784	260,564	353,732	450,035	549,710	652,873	759,847	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	66,179,324	
REVENUE B - DOWNTOWN TIRZ - REAL PROPERTY TAX, BUSINESS PERSONAL PROPERTY		0	0	8,659,743	34,671,745	62,056,609	65,765,160	107,189,828	112,587,173	118,627,724	120,608,184	124,627,411	129,196,370	133,714,243	138,394,342	143,242,325	148,255,606	153,444,750	158,815,328	164,373,963	170,126,948	176,081,391	182,244,240	188,622,788	195,224,566	202,057,446	209,129,457	216,448,688	224,024,792	231,865,567	239,980,862		
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Midland		0	0	31,103	86,514	217,609	230,613	378,673	394,800	408,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,387	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,699	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	0	31,103	86,514	217,609	230,613	378,673	394,800	408,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,387	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,699	
REVENUE C - DOWNTOWN SALES TAX - SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,923	3,407,243	3,525,497	3,648,924	3,777,672	3,909,600	4,046,736	4,184,372	4,334,965	4,484,889	4,643,723	4,806,263	4,974,472	5,148,579	5,328,779	5,515,286	5,708,721	5,908,112	6,114,636	6,328,818	6,550,430	6,779,695	7,016,864		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE D - HOTEL OCCUPANCY TAX		0	0	3,677,000	8,949,649	10,297,887	10,658,313	11,031,054	11,417,451	11,817,862	12,230,809	12,656,732	13,101,784	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,443	16,669,133	17,252,553	17,856,392	18,481,368	19,126,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A, 1, 2, 3		83,923	170,784	291,787	440,246	667,644	780,323	1,028,746	1,154,647	1,278,776	1,407,456	1,540,640	1,678,486	1,821,156	1,968,820	2,121,652	2,279,833	2,443,550	2,612,998	2,788,376	2,969,892	3,157,762	3,352,206	3,553,457	3,761,751	3,977,336	4,200,465	4,431,405	4,670,427	4,917,816	5,173,862	70,728,022	
Running Total		83,923	254,707	546,494	986,740	1,654,384	2,434,708	3,463,453	4,617,900	5,896,676	7,304,132	8,844,773	10,523,259	12,344,415	14,313,235	16,434,887	18,714,720	21,158,270	23,771,267	26,559,643	29,529,535	32,687,297	36,039,503	39,592,960	43,354,711	47,332,047	51,532,512	55,963,917	60,634,345	65,552,160	70,726,022		

GROSS	70,726,022	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 291,787	$ 440,246	$ 667,644	$ 780,323	$ 1,028,746	$ 1,154,447	$ 1,278,776	$ 1,407,456	$ 1,540,640	$ 1,678,486	$ 1,821,156	$ 1,968,820	$ 2,121,652	$ 2,279,833	$ 2,443,550	$ 2,612,998	$ 2,788,376	$ 2,969,892	$ 3,157,762	$ 3,352,206	$ 3,553,457	$ 3,761,751	$ 3,977,336	$ 4,200,465	$ 4,431,405	$ 4,670,427	$ 4,917,816	$ 5,173,862	70,728,022	City of Midland
Midland County		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
		83,923	170,784	291,787	440,246	667,644	780,323	1,028,746	1,154,447	1,278,776	1,407,456	1,540,640	1,678,486	1,821,156	1,968,820	2,121,652	2,279,833	2,443,550	2,612,998	2,788,376	2,969,892	3,157,762	3,352,206	3,553,457	3,761,751	3,977,336	4,200,465	4,431,405	4,670,427	4,917,816	5,173,862	70,728,022	TOTAL

Financial Feasibility Analysis - All Revenue Generated

PACKET 2669 December 12, 2023

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 8.00%

	REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX		
City of Midland	0.3506620	100%	0.3506620	0.3506620	100%	0.3506620
Midland County	0.1204000	100%	0.1204000	0.1204000	100%	0.1204000
Midland Hospital	0.0731200	100%	0.0731200	0.0731200	100%	0.0731200
Midland College	0.0774100	100%	0.0774100	0.0774100	100%	0.0774100
Midland ISD	0.8795000	100%	0.8795000	0.8795000	100%	0.8795000
	1.5010920		1.5010920	1.5010920		1.5010920

	SALES TAX		
City of Midland	0.0125000	100%	0.0125000
Midland County	0.0050000	100%	0.0050000
	456.7875000		456.7875000

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033
BASE YEAR											
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
TAXABLE VALUE											
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042
TAXABLE VALUE INCREMENT											
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990
REVENUE A TAXABLE VALUE GROWTH											
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,847	870,157	984,536
Midland County		28,815	58,639	89,506	121,454	154,520	188,743	224,164	260,825	298,769	338,041
Midland Hospital		17,500	35,612	54,358	73,760	93,841	114,625	136,137	158,401	181,445	205,295
Midland College		18,526	37,701	57,547	78,088	99,347	121,351	144,124	167,695	192,091	217,340
Midland ISD		210,489	428,345	653,826	887,199	1,128,740	1,378,734	1,637,479	1,905,280	2,182,453	2,469,328
Total		359,253	731,080	1,115,921	1,514,232	1,926,483	2,353,163	2,794,777	3,251,848	3,724,918	4,214,541
REVENUE 1 - DOWNTOWN REAL PROPERTY TAX, BUSINESS PERSONAL PROPERTY		0	0	8,869,743	24,671,745	82,066,609	83,763,150	107,189,828	112,687,173	116,627,724	120,606,194
City of Midland		0	0	31,103	88,514	217,609	230,613	375,873	394,800	408,618	422,920
Midland County		0	0	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210
Midland Hospital		0	0	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187
Midland College		0	0	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361
Midland ISD		0	0	78,009	216,988	545,788	578,403	942,732	990,204	1,024,861	1,060,731
Total		0	0	133,143	370,346	931,527	987,193	1,609,013	1,690,037	1,749,186	1,810,410
REVENUE 2 - DOWNTOWN SALES		0	0	0	0	0	1,636,569	1,690,349	3,292,023	3,407,243	3,526,497
City of Midland		0	0	0	0	0	19,207	19,879	41,150	42,591	44,081
Midland County		0	0	0	0	0	7,683	7,952	16,460	17,036	17,632
Total		0	0	0	0	0	26,890	27,831	57,610	59,627	61,714
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,877,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659
City of Midland		0	0	250,390	696,475	720,852	746,082	772,195	799,222	827,194	856,146
Total		0	0	250,390	696,475	720,852	746,082	772,195	799,222	827,194	856,146
REVENUE A, 1, 2, 3		359,253	731,080	1,499,454	2,581,053	3,578,862	4,113,331	5,203,817	5,798,717	6,360,925	6,942,811
Running Total		359,253	1,090,334	2,589,788	5,170,841	8,749,703	12,863,033	18,066,850	23,865,567	30,226,492	37,169,302

REVENUE YEAR	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043
BASE YEAR										
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052
TAXABLE VALUE										
City of Midland	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########
Midland County	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########
Midland Hospital	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########
Midland College	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########
Midland ISD	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########
TAXABLE VALUE INCREMENT										
City of Midland	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738
Midland County	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738
Midland Hospital	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738
Midland College	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738
Midland ISD	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738
REVENUE A TAXABLE VALUE GROWTH										
City of Midland	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322
Midland County	378,686	420,767	464,298	509,364	556,007	604,282	654,247	705,961	759,484	814,881
Midland Hospital	229,980	255,529	281,973	309,341	337,668	366,986	397,330	428,736	461,242	494,885
Midland College	243,473	270,521	298,518	327,490	357,478	388,517	420,642	453,890	488,303	523,920
Midland ISD	2,766,243	3,073,551	3,391,614	3,720,809	4,061,527	4,414,169	4,779,154	5,156,913	5,547,894	5,952,559
Total	4,721,303	5,245,811	5,788,658	6,350,514	6,932,038	7,533,810	8,156,859	8,801,593	9,468,902	10,159,567
REVENUE 1 - DOWNTOWN REAL PROPERTY TAX, BUSINESS PERSONAL PROPERTY	124,627,411	129,196,370	133,718,243	138,398,382	143,242,325	148,265,806	153,444,760	158,815,328	164,373,863	170,125,945
City of Midland	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571
Midland County	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833
Midland Hospital	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397
Midland College	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695
Midland ISD	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267
Total	1,873,774	1,939,356	2,007,234	2,077,487	2,150,199	2,225,458	2,303,347	2,383,964	2,467,403	2,553,762
REVENUE 2 - DOWNTOWN SALES	3,649,924	3,777,672	3,909,830	4,048,736	4,188,972	4,334,969	4,486,689	4,643,723	4,806,253	4,974,472
City of Midland	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181
Midland County	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872
Total	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,265	84,109	87,053
REVENUE 3 - HOTEL OCCUPANCY TAX	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,106,442	16,669,133	17,252,553
City of Midland	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679
Total	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679
REVENUE A, 1, 2, 3	7,545,062	8,168,393	8,813,540	9,481,267	10,172,364	10,887,650	11,627,871	12,394,203	13,187,254	14,008,061
Running Total	44,714,364	52,882,757	61,696,298	71,177,563	81,349,927	92,237,577	103,865,549	116,259,752	129,447,006	143,455,066

REVENUE YEAR	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR												
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE												
City of Midland	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT												
City of Midland	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland County	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland Hospital	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland College	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland ISD	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
REVENUE A TAXABLE VALUE GROWTH												
City of Midland	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County	872,217	931,560	992,980	1,056,549	1,122,343	1,190,440	1,260,921	1,333,868	1,409,369	1,487,512	19,289,203	Midland County
Midland Hospital	529,705	565,745	603,045	641,652	681,609	722,965	765,769	810,070	855,922	903,378	11,714,506	Midland Hospital
Midland College	560,784	598,937	638,427	679,298	721,600	765,382	810,697	857,597	906,140	956,381	12,401,804	Midland College
Midland ISD	6,371,388	6,804,875	7,253,535	7,717,897	8,198,513	8,695,949	9,210,787	9,743,563	10,295,181	10,866,001	140,904,105	Midland ISD
Total	10,874,405	11,614,262	12,380,015	13,172,569	13,992,862	14,841,865	15,720,593	16,630,057	17,571,362	18,545,613	240,489,942	
REVENUE 1 - DOWNTOWN REAL PROPERTY TAX, BUSINESS PERSONAL PROPERTY	176,061,391	182,244,240	188,622,788	195,224,588	202,067,446	209,129,457	216,448,958	224,024,702	231,863,667	239,980,862		
City of Midland	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	4,994,617	Midland County
Midland Hospital	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276	Midland Hospital
Midland College	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240	Midland College
Midland ISD	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,256	2,110,632	36,484,758	Midland ISD
Total	2,643,144	2,735,654	2,831,402	2,930,501	3,033,068	3,139,226	3,249,098	3,362,817	3,480,515	3,602,334	62,270,600	
REVENUE 2 - DOWNTOWN SALES	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,919	6,550,430	6,779,695	7,016,984		
City of Midland	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142	City of Midland
Midland County	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857	Midland County
Total	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,633	118,645	122,797	2,039,999	
REVENUE 3 - HOTEL OCCUPANCY TAX	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,772	21,950,066	22,718,317	23,513,458	24,336,429		
City of Midland	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	City of Midland
Total	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	
REVENUE A, 1, 2, 3	14,857,598	15,738,865	16,646,909	17,588,804	18,563,685	19,572,647	20,616,842	21,697,789	22,816,445	23,974,294	339,527,042	
Running Total	158,312,663	174,049,528	190,696,437	208,285,240	226,848,905	246,421,552	267,038,495	288,734,283	311,552,748	335,527,042		

GROSS 339,527,042

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
City of Midland	$ 83,923	$ 170,784	$ 542,177	$ 1,138,721	$ 1,388,496	$ 1,545,612	$ 1,820,620	$ 1,994,619	$ 2,148,541	$ 2,307,584
Midland County	$ 28,815	$ 58,639	$ 100,185	$ 151,159	$ 229,236	$ 275,607	$ 361,172	$ 412,840	$ 456,105	$ 500,883
Midland Hospital	$ 17,500	$ 35,612	$ 60,843	$ 91,800	$ 139,217	$ 162,713	$ 214,514	$ 240,725	$ 266,650	$ 293,483
Midland College	$ 18,526	$ 37,701	$ 64,413	$ 97,186	$ 147,385	$ 172,259	$ 227,100	$ 254,849	$ 282,295	$ 310,701
Midland ISD	$ 210,489	$ 428,345	$ 731,835	$ 1,104,187	$ 1,674,527	$ 1,957,139	$ 2,580,211	$ 2,895,484	$ 3,207,315	$ 3,530,060
	359,253	731,080	1,499,454	2,581,053	3,578,862	4,113,331	5,203,617	5,798,717	6,360,925	6,942,811

	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
City of Midland	$ 2,472,376	$ 2,642,832	$ 2,819,254	$ 3,001,851	$ 3,190,840	$ 3,386,442	$ 3,588,691	$ 3,798,425	$ 4,015,293	$ 4,239,752
Midland County	$ 547,229	$ 595,198	$ 644,844	$ 696,229	$ 749,412	$ 804,457	$ 861,428	$ 920,393	$ 981,422	$ 1,044,587
Midland Hospital	$ 321,254	$ 349,998	$ 379,747	$ 410,538	$ 442,407	$ 475,390	$ 509,529	$ 544,862	$ 581,432	$ 619,282
Midland College	$ 340,102	$ 370,532	$ 402,027	$ 434,625	$ 468,363	$ 503,282	$ 539,423	$ 576,829	$ 615,545	$ 655,615
Midland ISD	$ 3,864,101	$ 4,209,833	$ 4,567,668	$ 4,938,023	$ 5,321,343	$ 5,718,079	$ 6,128,701	$ 6,553,694	$ 6,993,562	$ 7,448,826
	7,545,062	8,168,393	8,813,540	9,481,267	10,172,364	10,887,650	11,627,871	12,394,203	13,187,254	14,008,061

	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ 4,472,068	$ 4,712,512	$ 4,961,373	$ 5,218,944	$ 5,485,530	$ 5,761,447	$ 6,047,021	$ 6,342,590	$ 6,648,504	$ 6,965,125	102,910,565	City of Midland
Midland County	$ 1,109,962	$ 1,177,626	$ 1,247,658	$ 1,320,141	$ 1,395,161	$ 1,472,807	$ 1,553,170	$ 1,636,346	$ 1,722,433	$ 1,811,534	24,866,678	Midland County
Midland Hospital	$ 658,456	$ 699,002	$ 740,966	$ 784,400	$ 829,354	$ 875,881	$ 924,036	$ 973,877	$ 1,025,462	$ 1,078,853	14,747,782	Midland Hospital
Midland College	$ 697,088	$ 740,013	$ 784,439	$ 830,421	$ 878,012	$ 927,269	$ 978,250	$ 1,031,015	$ 1,085,627	$ 1,142,150	15,613,044	Midland College
Midland ISD	$ 7,920,024	$ 8,407,713	$ 8,912,472	$ 9,434,899	$ 9,975,608	$ 10,535,243	$ 11,114,465	$ 11,713,961	$ 12,334,438	$ 12,976,632	177,358,872	Midland ISD
	14,857,598	15,738,865	16,646,909	17,588,804	18,563,665	19,572,647	20,616,842	21,697,789	22,816,465	23,974,294	339,527,042	TOTAL

DAVID PETTIT Economic Development

Financial Feasibility Analysis - Summary

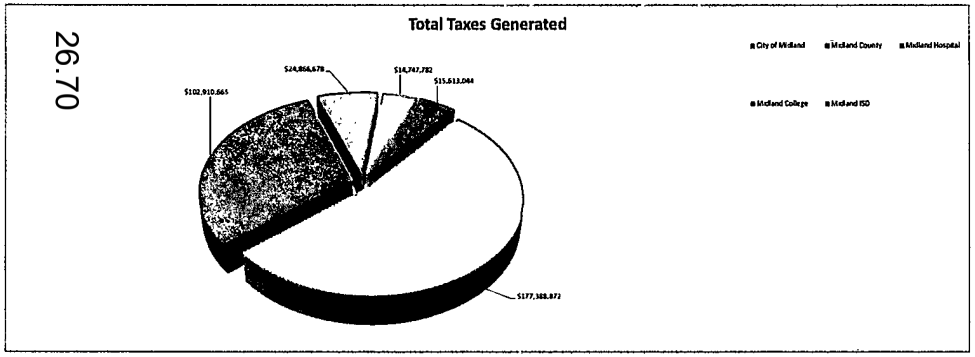
PACKET

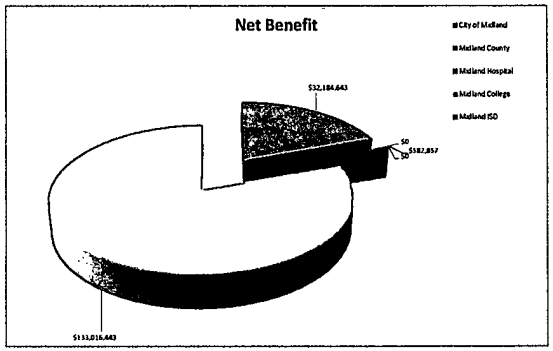
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	City Participation (100%)	*Potential Additional Participation (100%)	Net Benefit
City of Midland	$102,910,665	$70,726,022		$32,184,643
Midland County	$24,866,678		$24,283,821	$582,857
Midland Hospital	$14,747,782		$14,747,782	$0
Midland College	$15,613,044		$15,613,044	$0
Midland ISD	$177,388,872		$44,372,430	$133,016,443
Total	**$335,527,042**	**$70,726,022**	**$99,017,077**	**$165,783,942**

**Potential Additional Participation subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$102,910,665	$70,726,022	$32,184,643
City of Midland - Real Property	*$70,726,022*	*$70,726,022*	*$0*
City of Midland - Sales	*$1,457,142*	*$0*	*$1,457,142*
City of Midland -HOT	*$30,727,500*	*$0*	$30,727,500

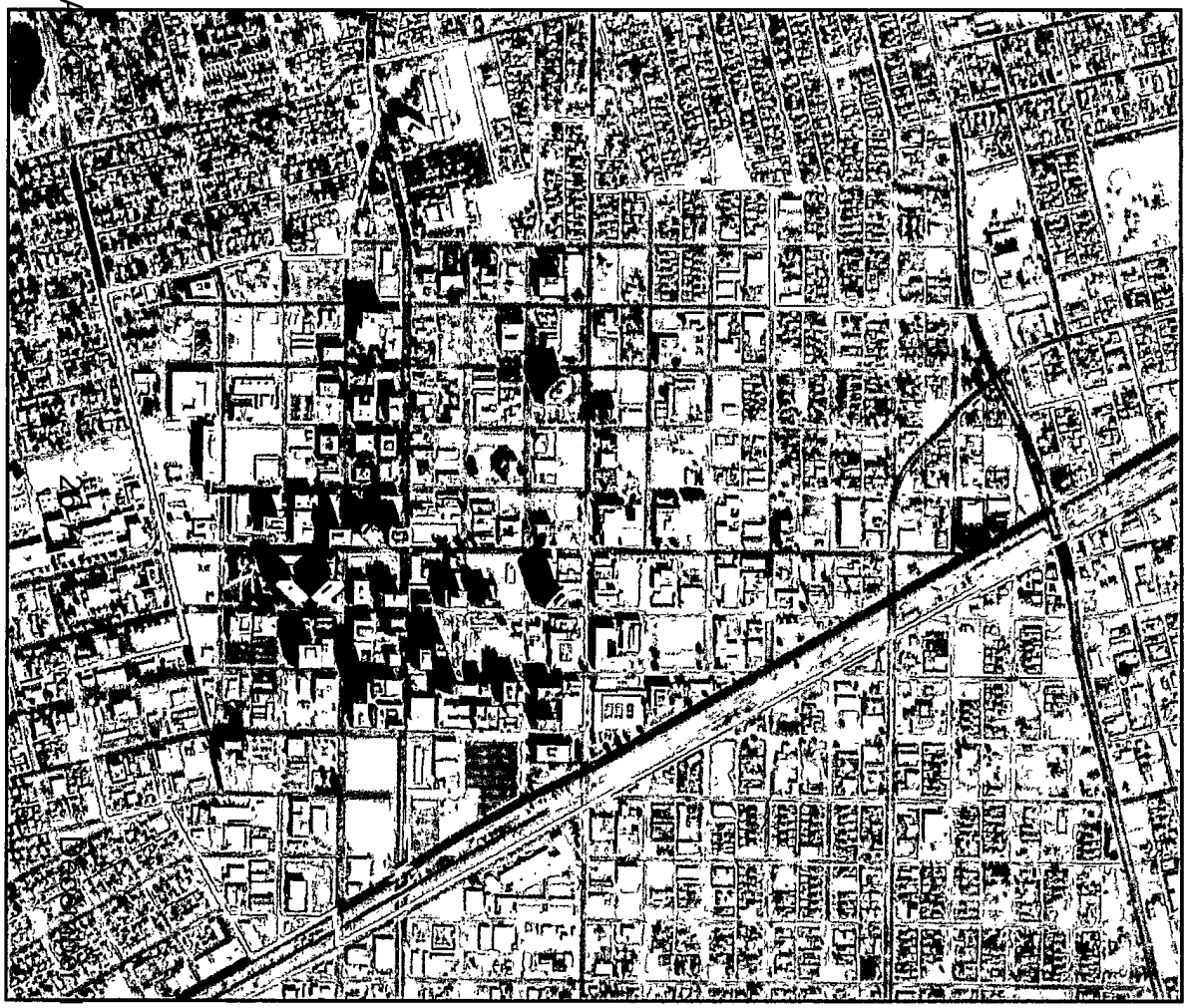




26.70

December 12, 2023

Terms and Conditions



Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PropertyID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035517	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000016000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035715	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035463	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025846	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	D N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025906	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000035004	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214246	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000037167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051246	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035169	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017053	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000036087	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000208576	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000036196	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035189	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035031	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000036164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035037	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041090	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000036094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000036005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035044	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000036343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000036038	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035345	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

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Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035216	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035219	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000026440	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000026929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000210388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000026093	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000012588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025938	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000026964	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000025973	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035227	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035226	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035228	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025856	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035088	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052060	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052061	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000037044	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035082	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000025804	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025827	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025811	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034958	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035415	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035415	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000212768	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000214116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000036650	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025930	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035181		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035180	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203998	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017255	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035162	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035160	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000026046	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000050784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000050783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035032	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215419	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035049	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035048	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035016	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035083	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035092	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035138	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000035293	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034924	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035386	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026007	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025826	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058141	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017951	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035031	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

PACKET 26 of 36
December 12, 2023

EXHIBIT “C”
Participant’s Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY OF MIDLAND FOR THE MIDLAND COUNTY HOSPITAL DISTRICT TO PARTICIPATE IN THE CITY OF MIDLAND'S TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code and pursuant to Ordinance No. 10448, which was adopted by the City Council of the City of Midland (the "City") on November 14, 2023, the City created Tax Increment Reinvestment Zone Number Two (the "Zone"); and

WHEREAS, the City has provided notice to the Board of Directors (the "Board") of the Midland County Hospital District (the "District") of the City's creation of the Zone; and

WHEREAS, the Board recognizes that the District's participation in the funding of the Zone will have the desired effect of developing or redeveloping property in the Zone, to the benefit of all taxing units that levy taxes in the Zone; and

WHEREAS, the Board finds it to be in the public interest to authorize the execution of an agreement (the "Agreement") with the City for the District to participate in the Zone;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND COUNTY HOSPITAL DISTRICT:

SECTION ONE. That the Board hereby authorizes the CEO of the District to execute the Agreement, said Agreement to be in a form substantially similar to that presented to the Board at its November 2023 meeting.

SECTION TWO. That one hundred percent (100%) of the District's Tax Increment, as defined in the Agreement, shall be deposited into the Tax Increment Fund, as defined in the Agreement, each year during the term of the Agreement beginning with the 2024 tax year; provided, however, that the District's total deposits shall not exceed $14,747,782.00 during the term of the Agreement.

FURTHER RESOLVED, that an executed copy of this Resolution shall be filed with the minutes of the proceedings of the Board;

FURTHER RESOLVED, that this Resolution may be executed in multiple counterparts, all of which shall be considered one and the same Resolution; and,

FURTHER RESOLVED, that this Resolution may be executed by electronic means, and such execution shall be considered valid, binding, and effective for all purposes.

ATTEST:

Jeffrey Beard, President

Tracie Greene, Secretary

City Council Meeting

Item Number: 27

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Bobby Wojciechowski,

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS PROVIDING FOR CERTAIN IMPROVEMENTS TO STATE HIGHWAY 158; THE TOTAL ESTIMATED PROJECT COST BEING $2,914,082.00; THE CITY'S ESTIMATED SHARE OF THE PROJECT COST BEING $2,759,460.00; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO THE STATE OF TEXAS (DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Consider a resolution authorizing the City Manager to enter into an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) in the amount of $154,622 for SH 158 at Sinclair Avenue Improvements and to appropriate $154,622 from the 2023 GF Fund Unappropriated Fund Balance account to the for SH 158 at Sinclair Avenue Improvements Project. (District #4 – Amy Stretcher Burkes)

Recommended City Council Action:

Approve

Fiscal Impact:

The sum of $154,622 is hereby appropriated from the 2023 GF Fund Unappropriated Fund Balance account to the for SH 158 at Sinclair Avenue Improvements Project.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

The City needs to enter into an Advanced Funding Agreement with the Texas Department of Transportation for their costs associated with the SH 158 at Sinclair Avenue Improvements. The costs include environmental assessment, plan review, and construction oversight.

The project will widening of the segment of SH 158 to a four lane cross section and provide left-turn lanes and traffic signal and shall include mill and resurfacing of the pavement on the existing roadway footprint.

Staff recommends approval of the funding and authorization to execute the Advanced Funding Agreement.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS PROVIDING FOR CERTAIN IMPROVEMENTS TO STATE HIGHWAY 158; THE TOTAL ESTIMATED PROJECT COST BEING $2,914,082.00; THE CITY'S ESTIMATED SHARE OF THE PROJECT COST BEING $2,759,460.00; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO THE STATE OF TEXAS

WHEREAS, via Minute Order 116292, the Texas Transportation Commission authorized the State of Texas (the "State") to undertake and complete a highway improvement or other transportation project generally described as the widening of a certain segment of State Highway 158 to a four-lane cross section, providing left-turn lanes and traffic signals, and including mill and resurfacing of the pavement on the existing roadway footprint in the City of Midland, Texas (the "Project"); and

WHEREAS, the total cost of the Project is estimated to be $2,914,082.00; and

WHEREAS, the City's engineering and construction costs for the Project are estimated to be $2,759,460.00; and

WHEREAS, the City's share of the cost of the Project, other than engineering and construction costs, is estimated to be $0.00; and

WHEREAS, the City shall be responsible for paying 100% of overruns, if any; and

WHEREAS, the City Council, as the governing body of the City, desires to affirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (an "AFA") with the State, acting by and through the Texas Department of Transportation ("TxDOT"), for the Project;

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

SECTION ONE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, an AFA with the State, acting by and through

TxDOT, regarding the Project, said AFA to be in a form substantially similar to the draft attached hereto and incorporated herein as Exhibit "A".

SECTION TWO. That the City hereby confirms its financial commitment to the Project, including payment of cost overruns.

SECTION THREE. That the City Secretary is hereby authorized and directed to certify a copy of this resolution to TxDOT.

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:

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CCSJ #			
AFA CSJs		**0463-02-091**	
District #	**06**	**AFA ID**	**Z00006588**
Code Chart 64 #		**28100**	
Project Name		**SH 158 at Sinclair Ave. Improvements**	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Midland**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the widening of the segment of SH 158 (CSJ 0463-02-091) to a four lane cross section and provide left-turn lanes and traffic signal and shall include mill and resurfacing of the pavement on the existing roadway footprint**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated , which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CCSJ #			
AFA CSJs		**0463-02-091**	
District #	**06**	**AFA ID**	**Z00006588**
Code Chart 64 #		**28100**	
Project Name		**SH 158 at Sinclair Ave. Improvements**	

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**N/A**	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of the design and construction of roadway improvements, including both new and resurfaced pavement, curb and gutter, raised center median, and widening to four travel lanes between Sinclair Avenue and the State Highway 191 North Service Road in Midland, Texas, as well as the installation of a traffic signal on the State Highway 158 at the intersection with Sinclair Avenue, as shown in Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days

after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws,

regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

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13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

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16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Midland ATTN: City Manager 300 N. Loraine, PO Box 1152 Midland, Texas 79702	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. 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 provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any

manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Kenneth Stewart Typed or Printed Name	Typed or Printed Name
Director of Contract Services Typed or Printed Title	Typed or Printed Title
Date	Date

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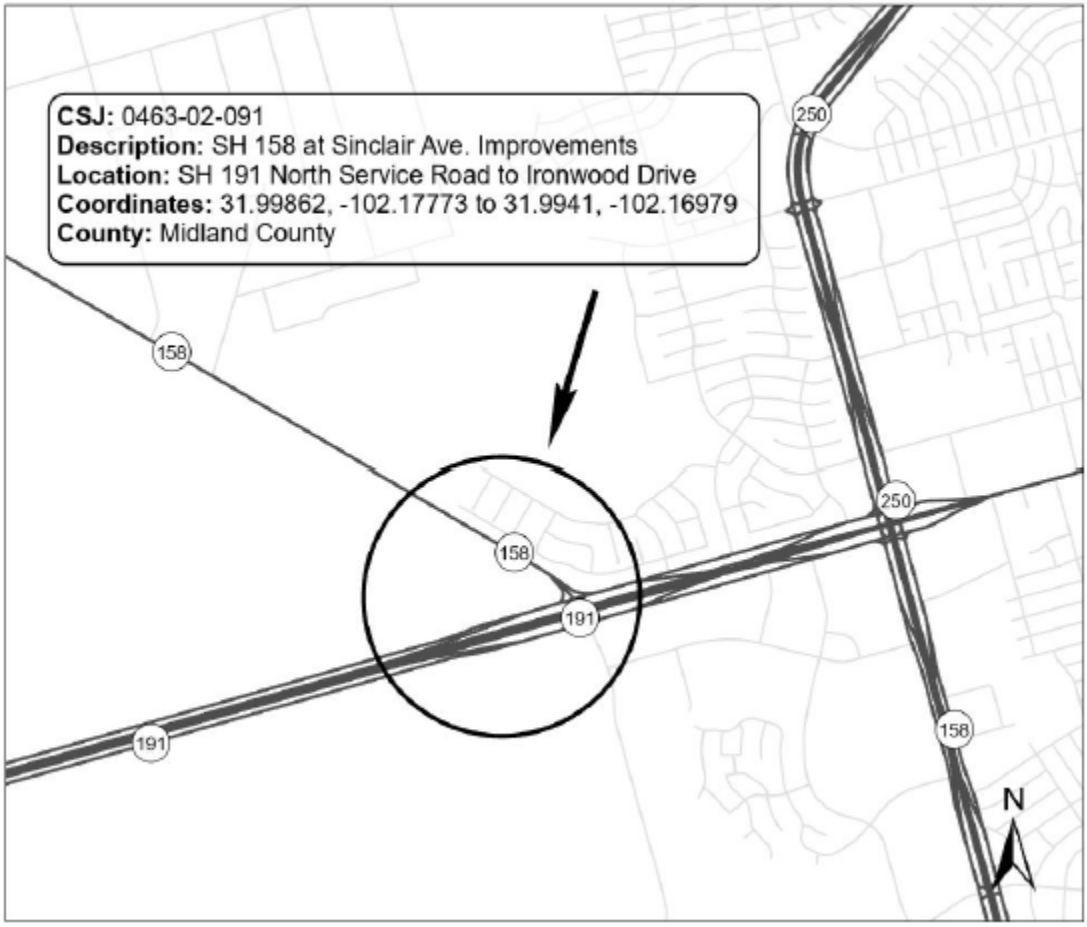
ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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ATTACHMENT B
PROJECT BUDGET

Construction & Engineering costs will be allocated based on 100% Local Government. The Local Government will then be responsible for all overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$146,500	0%	$0	0%	$0	100%	$146,500
Construction (by Local Government)	$2,612,960	0%	$0	0%	$0	100%	$2,612,960
Subtotal	$2,759,460		$0		$0		$2,759,460
Environmental Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Right of Way Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Engineering Direct State Costs	$6,100	0%	$0	100%	$6,100	0%	$0
Utility Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Construction Direct State Costs	$18,000	0%	$0	100%	$18,000	0%	$0
Indirect State Costs	$130,522	0%	$0	100%	$130,522	0%	$0
Subtotal	$154,622		$0		$154,622		$0
TOTAL	**$ 2,914,082**		**$ 0**		**$ 154,622**		**$ 2,759,460**

Initial payment by the Local Government to the State: $0

Payment by the Local Government to that State before construction: $0

Estimated total payment by the Local Government to the State $0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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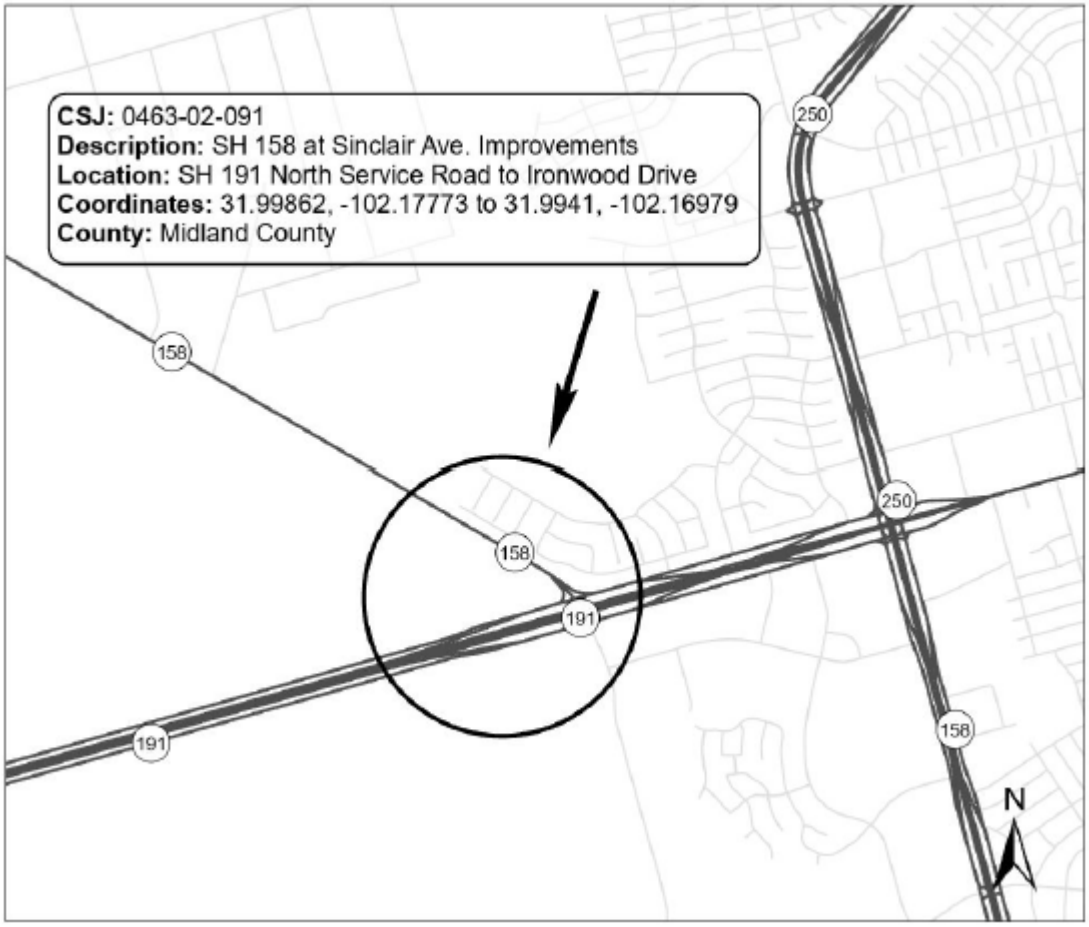
ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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PROJECT BUDGET

Construction & Engineering costs will be allocated based on 100% Local Government. The Local Government will then be responsible for all overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$146,500	0%	$0	0%	$0	100%	$146,500
Construction (by Local Government)	$2,612,960	0%	$0	0%	$0	100%	$2,612,960
Subtotal	$2,759,460		$0		$0		$2,759,460
Environmental Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Right of Way Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Engineering Direct State Costs	$6,100	0%	$0	100%	$6,100	0%	$0
Utility Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Construction Direct State Costs	$18,000	0%	$0	100%	$18,000	0%	$0
Indirect State Costs	$130,522	0%	$0	100%	$130,522	0%	$0
Subtotal	$154,622		$0		$154,622		$0
TOTAL	**$ 2,914,082**		**$ 0**		**$ 154,622**		**$ 2,759,460**

Initial payment by the Local Government to the State: $0

Payment by the Local Government to that State before construction: $0

Estimated total payment by the Local Government to the State $0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CCSJ #	**0463-02-091**		
AFA CSJs	**0463-02-091**		
District #	**06**	**AFA ID**	**Z00006588**
Code Chart 64 #	**28100**		
Project Name	**SH 158 at Sinclair Ave. Improvements**		

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

CCSJ #	**0463-02-091**		
AFA CSJs	**0463-02-091**		
District #	**06**	**AFA ID**	**Z00006588**
Code Chart 64 #	**28100**		
Project Name	**SH 158 at Sinclair Ave. Improvements**		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Midland**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the widening of the segment of SH 158 (CSJ 0463-02-091) to a four lane cross section and provide left-turn lanes and traffic signal and shall include mill and resurfacing of the pavement on the existing roadway footprint**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CCSJ #	**0463-02-091**		
AFA CSJs	**0463-02-091**		
District #	**06**	**AFA ID**	**Z00006588**
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Project Name	**SH 158 at Sinclair Ave. Improvements**		

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**N/A**	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of the design and construction of roadway improvements, including both new and resurfaced pavement, curb and gutter, raised center median, and widening to four travel lanes between Sinclair Avenue and the State Highway 191 North Service Road in Midland, Texas, as well as the installation of a traffic signal on the State Highway 158 at the intersection with Sinclair Avenue, as shown in Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days

after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws,

regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

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13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Midland ATTN: City Manager 300 N. Loraine, PO Box 1152 Midland, Texas 79702	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. 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 provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any

manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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Project Name	**SH 158 at Sinclair Ave. Improvements**		

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Kenneth Stewart Typed or Printed Name	Typed or Printed Name
Director of Contract Services Typed or Printed Title	Typed or Printed Title
Date	Date

City Council Meeting

Item Number: 28

Meeting Date: December 12, 2023

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License with Endeavor Energy Resources, L.P., (23-329-046) regarding city-owned property described as Section 9, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide the applicant a ten-year renewal of a 30' wide right of way for a 4" SDR-11 poly water pipeline for the existing 3,736.56 feet granted to Saltwater Partners SWD LLC on November 27, 2013, and recorded as Instrument number 2014-5237 and a new ROW of 63.90 feet of new 4" pipeline to connect to Endeavor Energy water disposal pipelines that support operations in the area.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

10-year paid in full,

Lease Rate for 4" pipe (230.33 rods x $120/rod): $27,639.60

Total Collected: $28,639.60

Strategic Priority:

Strong Economy with More Quality Jobs

Discussion:

This is a privately-owned, 4” SDR-11 Poly disposal water pipeline buried 36” deep. This line supports ongoing mineral recovery operations for Endeavor Energy.

Certificates of Insurance are on file

The City Secretary is to record all documents

City Manager’s Office

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Operating Account 2022

Endeavor Energy Resources L.P.
110 N Marienfeld
Midland TX 79701
432-687-1575

Citibank, NA
Midland, TX

Check No	Check Date	Check Amount
0000318969	11/28/2023	*******$27,639.60

PAY *Twenty-Seven Thousand Six Hundred Thirty-Nine Dollars and Sixty Cents*

TO THE ORDER OF
City Of Midland
300 N Loraine

Midland TX 79701

Void After 90 Days

⑈0000318969⑈ ⑆113193532⑆ 9793639064⑈

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

Endeavor Energy Resources L.P.

110 N Marienfeld
Midland TX 79701
432-687-1575

Check Number: 0000318969

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
01 - Endeavor Energy Resources L.P.					
SL2023863	11/27/2023	License Fee for ROW License No. 23-329-046 LS	$27,639.60	$0.00	$27,639.60

PACKET 28.3 December 12, 2023

02686	←Payee	Check Date: 11/28/2023	Check Amount →	27,639.60

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Operating Account 2022

Endeavor Energy Resources L.P.
110 N Marienfeld
Midland TX 79701
432-687-1575

Citibank, NA
Midland, TX

Check No	Check Date	Check Amount
0000318970	11/28/2023	********$1,000.00

PAY TO THE ORDER OF

One Thousand Dollars and Zero Cents

City Of Midland
300 N Loraine

Midland TX 79701

Void After 90 Days

⑈0000318970⑈ ⑆113193532⑆ 9793639064⑈

^PLEASE DETACH AT PERFORATION ABOVE^

^PLEASE DETACH AT PERFORATION ABOVE^

Endeavor Energy Resources L.P.

110 N Marienfeld
Midland TX 79701
432-687-1575

Check Number: 0000318970

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
01 - Endeavor Energy Resources L.P.					
SL2023864	11/27/2023	Application Fee for ROW License No. 23-329-046 LS	$1,000.00	$0.00	$1,000.00

PACKET 28.4 December 12, 2023

02686	←Payee	Check Date: 11/28/2023	Check Amount →	1,000.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services, LLC
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Westchester Fire Insurance Company	10030
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** BK4X52H7 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EB6-641-443771-113	11/01/2023	11/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ $ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS6-641-443771-103	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $	2,000,000
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			1000095483231	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE 	$ $ $	5,000,000 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA6-64D-443771-093	11/01/2023	11/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			G27918748009	11/01/2023	11/01/2024	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 28.5

CANCELLATION

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

AUTHORIZED REPRESENTATIVE December 12, 2023

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Endeavor Energy Resources L.P. dba Environmental Disposal Systems, LLC

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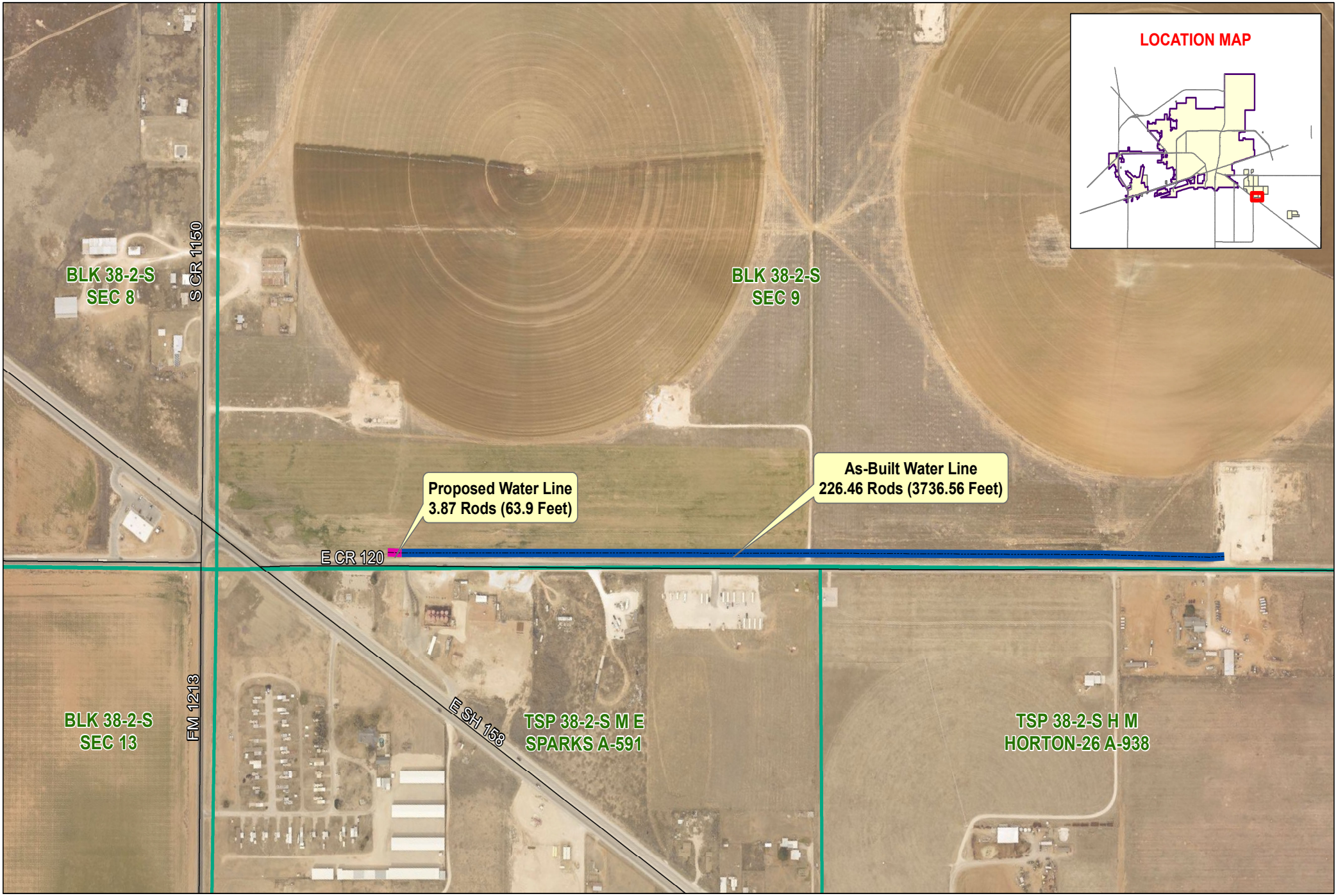
CERTIFICATE NUMBER: BK4X52H7



Date: 11/17/2023

As-Built Water Line
Proposed Water Line
Street
Survey Section

PACKET

Endeavor
As-Built Water Line - 226.46 Rods (3736.56 Feet)
Proposed Water Line - 3.87 Rods (63.9 Feet)

December 12, 2023

0 150 300 Feet

©THE CITY OF MIDLAND - 2023
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.

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	December 13, 2023
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Endeavor Energy Resources, L.P.**
Licensee's Representative:	**R. Ben Carter**
Licensee's Mailing Address:	110 North Marienfeld, Suite 200 Midland, Texas 79701
Property:	As described in Article III below
License Number:	**23-329-046**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of TWENTY-SEVEN THOUSAND SIX HUNDRED THIRTY-NINE and 60/100 Dollars ($27,639.60) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the locations with boring operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a SDR-11 poly pipeline, not to exceed four (4) inches in diameter, for the transportation of water and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR)

BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES OR STRUCTURES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'

FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors

and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL

COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License, shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses

of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining

whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter
Printed Name: R. Ben Carter
Title: Vice President - Land

JEH
SS

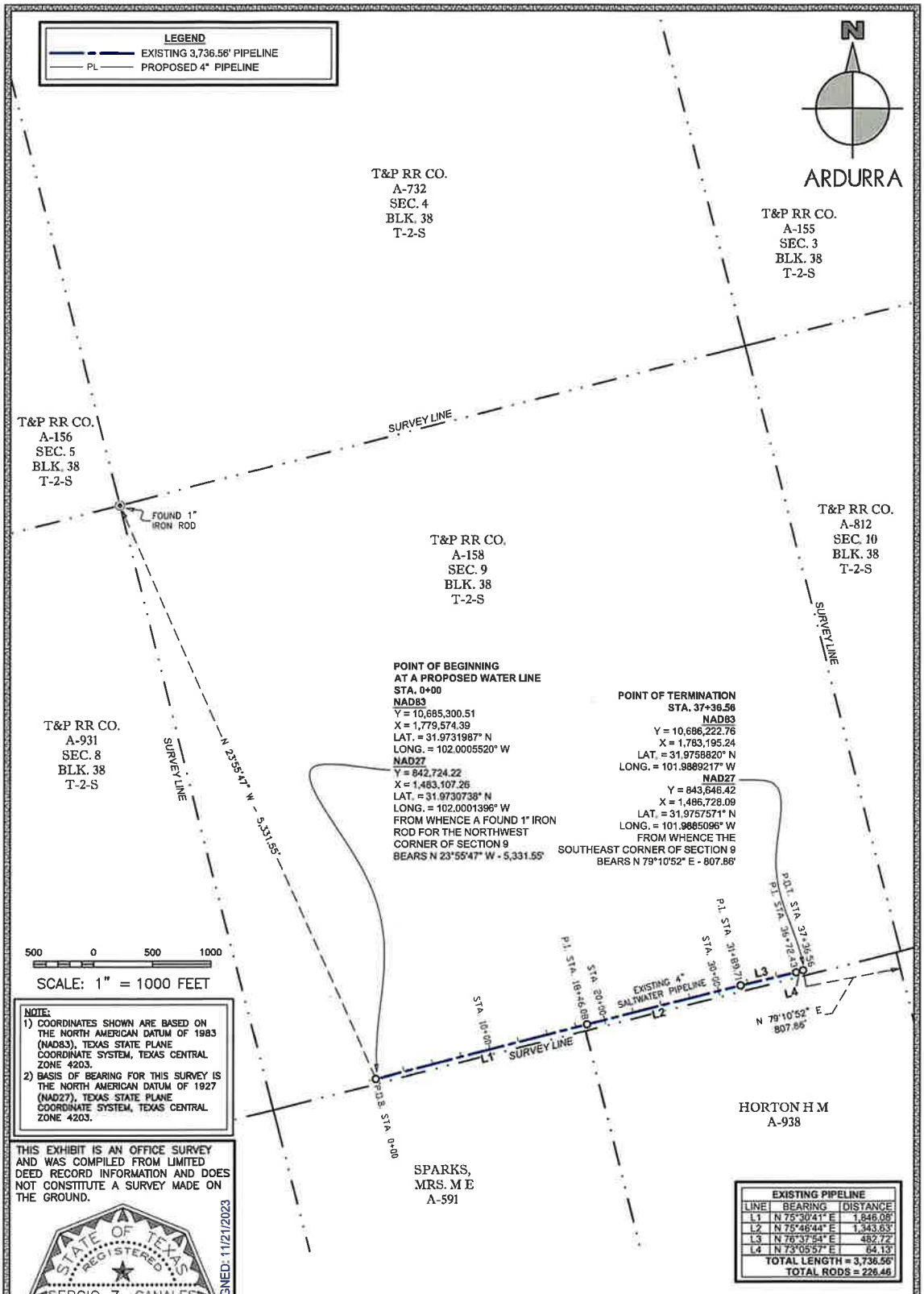
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 30th day of November, 2023 personally appeared R. Ben Carter an officer of Endeavor Energy Resources, L.P., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of November, 2023.

Vicki Stone
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
VICKI STONE
Notary ID #6067267
My Commission Expires
March 18, 2027



NOTE:
1) COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203.
2) BASIS OF BEARING FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1927 (NAD27), TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203.

THIS EXHIBIT IS AN OFFICE SURVEY AND WAS COMPILED FROM LIMITED DEED RECORD INFORMATION AND DOES NOT CONSTITUTE A SURVEY MADE ON THE GROUND.

STATE OF TEXAS REGISTERED SERGIO Z. CANALES 6040 PROFESSIONAL LAND SURVEYOR

SIGNED: 11/21/2023

SERGIO Z. CANALES
REGISTERED PROFESSIONAL LAND SURVEYOR LICENSE NO. 6040

EXISTING PIPELINE		
LINE	BEARING	DISTANCE
L1	N 75°30'41" E	1,846.08'
L2	N 75°46'44" E	1,343.63'
L3	N 76°37'54" E	482.72'
L4	N 73°05'57" E	64.13'
TOTAL LENGTH = 3,736.56'		
TOTAL RODS = 226.46		

LEGAL DESCRIPTION

BEGINNING: At Station 0+00, Y = 10,685,300.51, X = 1,779,574.39 being a point in the T&P RR CO. Survey, Section 9, Abstract 158, of Block 38, Township 2 South, from whence a found 1" iron rod for the Northwest corner of Section 9, Abstract 158, bears N 23°55'47" W - 5,331.55 feet;
THENCE: N 75°30'41" E, a distance of 1,846.08 feet to Station 18+46.08;
THENCE: N 75°46'44" E, a distance of 1,343.63 feet to Station 31+89.72;
THENCE: N 76°37'54" E, a distance of 482.72 feet to Station 36+72.44;
THENCE: N 73°05'57" E, a distance of 64.13 feet to Station 37+36.56 being the Point of Termination, for a total length of 3,736.56 feet (226.46 rods) in said Section 9, Abstract 158, from whence the Southeast corner of Section 9, Abstract 158, bears N 79°10'52" E - 807.86 feet.

PLOT DATE: 11-21-23 8:17 AM

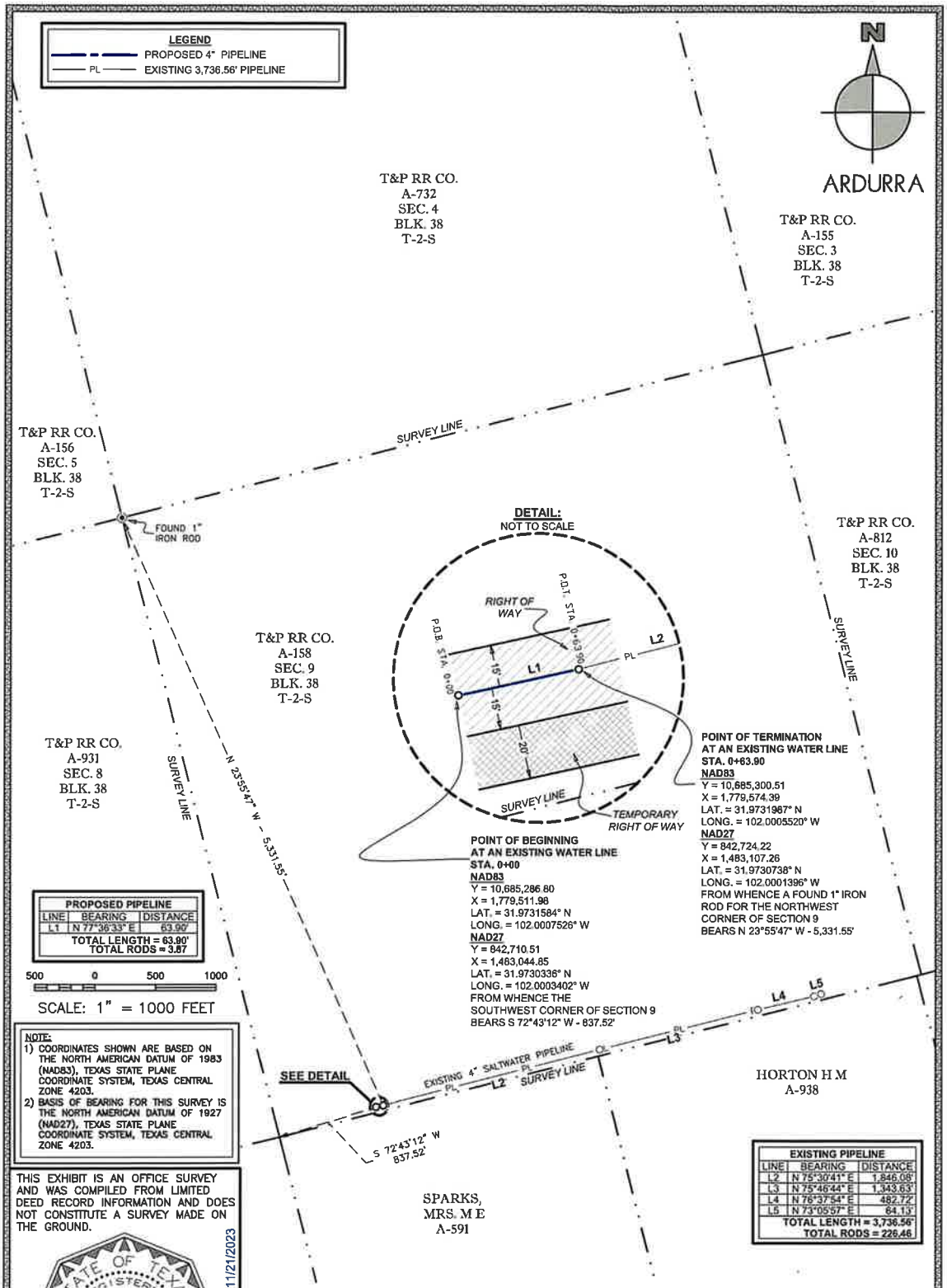
ARDURRA
COLLABORATE. INNOVATE. CREATE.

101 Navigation Suite 300
Corpus Christi, Texas 78408
Phone: (361) 883-1984
www.Ardurra.com
Engineering License #F-10053
Ardurra Group, Inc.
Surveying Firm 10194688
Architectural Firm BR4160

AN AS-BUILT EXHIBIT FOR:
ENDEAVOR ENERGY RESOURCES
EXISTING 4" WATER LINE
SITUATED IN THE T&P RR CO. SURVEY, SECTION 9, A-158, BLOCK 38, TOWNSHIP 2 SOUTH, APPROXIMATELY 4.8 MILES SOUTHEAST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 11/13/2023
Surveyed By: OFFICE
Drawn by: AG
Checked by: CL/HR
Job #: 230242.003

U:\Endeavor Energy Resources\230242 MSA 2023\003 Battleground VT Water Line Midland Co\90-Survey\Drawings\Plats\003 Battleground VT Water Line AS-BUILT1 F.dwg


LEGEND
PROPOSED 4" PIPELINE
PL EXISTING 3,736.56' PIPELINE
N
ARDURRA
T&P RR CO.
A-732
SEC. 4
BLK. 38
T-2-S
T&P RR CO.
A-155
SEC. 3
BLK. 38
T-2-S
T&P RR CO.
A-156
SEC. 5
BLK. 38
T-2-S
SURVEY LINE
FOUND 1" IRON ROD
DETAIL:
NOT TO SCALE
RIGHT OF WAY
P.O.T. STA. 0+63.90
P.O.B. STA. 0+00
L1
L2
PL
15'
15'
20'
SURVEY LINE
TEMPORARY RIGHT OF WAY
T&P RR CO.
A-812
SEC. 10
BLK. 38
T-2-S
SURVEY LINE
T&P RR CO.
A-158
SEC. 9
BLK. 38
T-2-S
T&P RR CO.
A-931
SEC. 8
BLK. 38
T-2-S
SURVEY LINE
N 23°55'47" W - 5,331.55'
POINT OF TERMINATION
AT AN EXISTING WATER LINE
STA. 0+63.90
NAD83
Y = 10,685,300.51
X = 1,779,574.39
LAT. = 31.9731967° N
LONG. = 102.0005520° W
NAD27
Y = 842,724.22
X = 1,483,107.26
LAT. = 31.9730738° N
LONG. = 102.0001396° W
FROM WHENCE A FOUND 1" IRON
ROD FOR THE NORTHWEST
CORNER OF SECTION 9
BEARS N 23°55'47" W - 5,331.55'
POINT OF BEGINNING
AT AN EXISTING WATER LINE
STA. 0+00
NAD83
Y = 10,685,286.80
X = 1,779,511.98
LAT. = 31.9731584° N
LONG. = 102.0007526° W
NAD27
Y = 842,710.51
X = 1,483,044.85
LAT. = 31.9730336° N
LONG. = 102.0003402° W
FROM WHENCE THE
SOUTHWEST CORNER OF SECTION 9
BEARS S 72°43'12" W - 837.52'
PROPOSED PIPELINE
LINE | BEARING | DISTANCE
L1 | N 77°36'33" E | 63.90'
TOTAL LENGTH = 63.90'
TOTAL RODS = 3.87
500 0 500 1000
SCALE: 1" = 1000 FEET
NOTE:
1) COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203.
2) BASIS OF BEARING FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1927 (NAD27), TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203.
SEE DETAIL
EXISTING 4" SALTWATER PIPELINE
PL
L2
SURVEY LINE
L3
L4
L5
CO
S 72°43'12" W
837.52'
HORTON H M
A-938
SPARKS,
MRS. M E
A-591
EXISTING PIPELINE
LINE | BEARING | DISTANCE
L2 | N 75°30'41" E | 1,846.08'
L3 | N 75°46'44" E | 1,343.63'
L4 | N 76°37'54" E | 482.72'
L5 | N 73°05'57" E | 64.13'
TOTAL LENGTH = 3,736.56'
TOTAL RODS = 226.46
THIS EXHIBIT IS AN OFFICE SURVEY AND WAS COMPILED FROM LIMITED DEED RECORD INFORMATION AND DOES NOT CONSTITUTE A SURVEY MADE ON THE GROUND.
STATE OF TEXAS
REGISTERED
SERGIO Z. CANALES
6040
PROFESSIONAL
LAND SURVEYOR
SIGNED: 11/21/2023
SERGIO Z. CANALES
REGISTERED PROFESSIONAL LAND
SURVEYOR LICENSE NO. 6040
LEGAL DESCRIPTION
BEGINNING: At Station 0+00, Y = 10,685,286.80, X = 1,779,511.98, being a point in the T&P RR CO. Survey, Section 9, Abstract 158, of Block 38, Township 2 South, from whence the Southwest corner of said Section 9, Abstract 158, bears S 72°43'12" W - 837.52 feet;
THENCE: N 77°36'33" E, a distance of 63.90 feet to Station 0+63.90 being the Point of Termination at an existing 4" Saltwater Pipeline, for a total length of 63.90 feet (3.87 rods) in said Section 9, Abstract 158, from whence a found 1" iron rod for the Northwest corner of Section 9, Abstract 158, bears N 23°55'47" W - 5,331.55 feet.
ARDURRA
COLLABORATE. INNOVATE. CREATE.
Engineering License #F-10033
Surveying Firm 10193400
Architectural Firm BR-4160
A LAND USE PLAT FOR:
ENDEAVOR ENERGY RESOURCES
4" BATTLEGROUND VT WATER LINE
SITUATED IN THE T&P RR CO. SURVEY, SECTION 9, A-158, BLOCK 38, TOWNSHIP 2 SOUTH, APPROXIMATELY 4.8 MILES SOUTHEAST OF MIDLAND IN MIDLAND COUNTY, TEXAS.
Survey Date: 11/13/2023
Surveyed By: OFFICE
Drawn by: AG
Checked by: SZC
Job #: 230242.003
PLOT DATE: 11-21-23 8:18 AM
U:\Endeavor Energy Resources\230242 MSA 2023\003 Battleground VT Water Line Midland Co\90-Survey\Drawings\Plats\003 Battleground VT Water Line LU R3 F.dwg

City Council Meeting

Item Number: 29

Meeting Date: November 14, 2023, December 12, 2023

To: City Council / City Manager

From: Rolandrea Russell, Assistant Director

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR COMMERCIAL AMUSEMENT (OUTDOORS); MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Christopher Sean Elphick is requesting a Specific Use Designation without Term for an outdoor entertainment facility defined in the Zoning Ordinance as Amusement, Commercial (outdoor).

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant financial impact to the City.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Recreation Center (Ordinance 7322) and RR, Regional Retail District, and the location of a golf course and sports complex. The properties to the east are zoned RR, Regional Retail District, and the location of a retail shopping plaza and gas station. The property to the south is zoned PD, Planned Development District for an Office Center (Ordinance 5695). The properties to the west are zoned 2-F, Two-Family Dwelling District (Duplex) District and SF-1, Single-Family Dwelling District, and the location of Midland Airpark.

Analysis:

The applicant, Christopher Sean Elphick, is requesting a Specific Use Designation (SUDwo) without Term for Amusement, Commercial (outdoor).

On September 14, 2021, City Council approved the applicant's original SUDs for the mobile food vendor park (Ordinance 10232) and the sale of all alcoholic beverages (Ordinance 10233), but the applicant has since expanded on the property, added concerts and events, and its alcoholic beverages SUD expired on September 14, 2023. On June 14, 2022, a Special Exception was allow granted by City Council to allow the parking lot be paved with asphalt millings as opposed to the standard of asphalt or concrete for three (3) years.

The new SUDwo will allow concerts, ticketed events, cook-offs, private events and charity events to take place on the property with an additional Temporary Land Use (TLU) permit. The applicant has also applied for an SUDwo for a mobile food vendor park, and SUD to renew the sale of alcoholic beverages for on-premises consumption on the property. The TLU will also be required per Section 11-1-4.04.A.5.e of the City Code which prohibits exterior auditory devices for the concerts, and 11-1-4.05.A.8 which prohibits any temporary activity involving music after 10:00p.m. or that includes the sale of alcoholic beverages.

The site plan (Exhibit A) provided shows the property and associated buildings and parking area after full built-out.

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)

Several of the permanent structures have been put into place without permits and inspections. The SUD request is reasonable; however, my approval of the SUD is contingent upon all structures having proper permits pulled and all inspections performed. These non-permitted structures include a mobile home, office/shed, shipping containers, shade structures, fencing, signage, and two large tanks used as decoration that sit on either side of the stage. The owners/operators of this property are also looking to increase upon the original SUD for larger events, once a maximum occupant load is given there will need to be a recalculation for permanent restroom facilities which could also trigger the need for additional permits and inspections. Temporary sanitary facilities are not acceptable to cover the increased occupant load, must be permanent. Each one of the individual unpermitted structures must have their own permit which calls for a separate permit submittal for each one. Each submittal will require a completed permit application, site plan that reflects the location of the structure and related distance measurements to adjoining structures and property lines, floor plans of the structure or detailed drawings of their construction, written scope of work or structure specifications, and any other information that can help describe the situation. These permits will need to be applied for by a licensed and bonded contractor. All permitted structures require inspections, those that are just now being permitted will also need a full set of inspections. If the structures are completed and, in a state, to where all inspections cannot be made, a third-party inspector such as a Texas licensed structural engineer, will need to make the inspections and give to the Building Official a signed and stamped letter stating that the permitted structure in question is of sound construction and poses no threat to life safety and will not compromise the site in any way. It is recommended that until the new SUD is approved, the previously approved SUD's with the original occupant load of 400 persons should be strictly adhered to. Many complaints from citizens regarding the amount of dirt/dust coming from the parking areas around the site have been made to our department. Asphalt Millings are going to be required by the City of Midland Planning division for the parking surfaces so this will eventually be addressed. Before the site is covered with millings, a plan must be put into place to control blowing dust. Frequent watering of the ground before automobile traffic comes to the site before and during an event is highly recommended. Any event that takes place that will go over the current or future occupancy load and/or deviates from the location's intended use will need to apply for a TLU on top of the SUD. We cannot provide an updated occupant load with the Alcohol Serviceable Area SQ FT alone, we must have each public occupied area defined by what kind of seating/standing area there will be and the SQ FT of each of those areas.

Fire: (Approved)

The International Fire Code does not have provisions for permanent event site to operate as "Temporary". A Fire Lane and the internal access driveway are required that is capable of supporting 75,000 lbs. constructed of an all-weather surface that provides access within 150' of all portions. The fire lane must be marked in accordance with fire code requirements. All future events should be permitted under a separate TLU.

Oil and Gas: (Approved)

No objections.

Planning: (Approved)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections" (Tall City Tomorrow page 137). The proposed Specific Use Designation without Term for Outdoor Amusement, Commercial (outdoors) is consistent with the Tall City Comprehensive Plan policies.

The Planning and Zoning Commission recommended approval of this request at the October 16, 2023 regulation meeting.

Staff recommends approval of the request of the Specific Use Designation without Term for Outdoor Amusement, Commercial (outdoors), subject to Conditions A to L.

Letters of Objection:

As of November 3, 2023, staff has received no letters of objection for this request.

Conditions:

A. That the Establishment shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the operator of the Establishment shall place a sign at the driveway notifying drivers that a left turn onto North Big Spring Street is prohibited.

C. That the operator of the Establishment shall provide a 20-foot-wide fire lane around the facility capable of supporting 75,000 lbs. and constructed of an all-weather surface that provides access within 150' of all portions. The fire lane must be marked in accordance with fire code requirements.

D. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday from 11: 00 a.m. to 12: 00 p.m. (midnight).

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. That the development and operation of the Establishment shall conform to Section 11-1-4.04.A.5 of the City Code and all other applicable laws, ordinances, and regulations.

H. The operator of the Establishment shall notify the City's Planning Division in writing of the name, address, telephone number, and e-mail address of the person who has been designated on-site manager of the Establishment who is responsible

for the orderly organization of the Establishment, the cleanliness of the Property, and the Establishment's compliance with all applicable rules and regulations during business hours. If the City' s Planning Division is not so notified, it shall be presumed that Christopher Sean Elphick is the on-site manager of the Establishment.

I. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

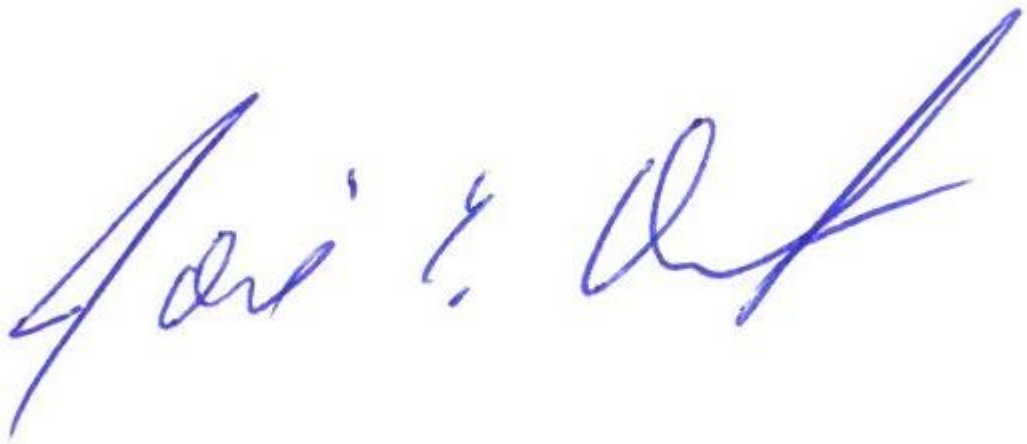
J. The operator shall install a three-foot tall fence along the West Loop 250 North frontage to prevent vehicular traffic from entering or exiting the site from West Loop 250 North.

K. To the extent that events on the property require a temporary land use permit under Section 11-1-4.05 of the City Code, or to the extent that exterior auditory devices are used, the applicant shall obtain a temporary land use permit.

L. With respect to parking the applicant shall comply with respect the Ordinance 10320 or any superseding.

Attachments:

Site Plan (Exhibit A)
Application
Maps



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR COMMERCIAL AMUSEMENT (OUTDOORS); 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 Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for commercial amusement (outdoors) (the "Specific Use"), together with the uses permitted in the present RR, Regional Retail District. As used herein, the "Establishment" is any portion of the Property or facility on the Property that is used for the Specific Use.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the Establishment shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the operator of the Establishment shall place a sign at the driveway notifying drivers that a left turn onto North Big Spring Street is prohibited.

C. That the operator of the Establishment shall provide a 20-foot-wide fire lane around the Establishment that provides access within 150 feet of all portions of the Establishment. The fire lane shall be capable of supporting 75,000 pounds and shall have an all-weather surface. The fire lane must be marked in accordance with the Fire Code..

D. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division..

G. That the sale and on-premises consumption of alcoholic beverages shall be prohibited on the Property unless a Specific Use Designation With Term for the sale and on-premises consumption of alcoholic beverages is approved and effective for the Property.

H. That the development and operation of the Establishment shall conform to Section 11-1-4.04.A.5 of the City Code and all other applicable laws, ordinances, and regulations.

I. That the operator of the Establishment shall notify the City's Planning Division in writing of the name, address, telephone number, and e-mail address of the person who has been designated on-site manager of the Establishment who is responsible for the orderly organization of the Establishment, the cleanliness of the Property, and the Establishment's compliance with all applicable rules and regulations during business hours. If the City's Planning Division is not so notified, it shall be presumed that Christopher Sean Elphick is the on-site manager of the Establishment.

J. That the operator of the Establishment shall install a three-foot-tall fence along the West Loop 250 North frontage to prevent vehicular traffic from entering or exiting the site from West Loop 250 North.

K. That to the extent that Section 11-1-4.05 of the City Code requires a temporary land use permit in order for an event to be held on the Property, or to the extent that any exterior auditory devices will be used on the Property, the operator of the Establishment shall obtain a temporary land use permit prior to holding the event or using exterior auditory devices.

L. That with respect to parking, the applicant shall comply with Ordinance No.

10320 or any ordinance that supersedes Ordinance No. 10320.

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

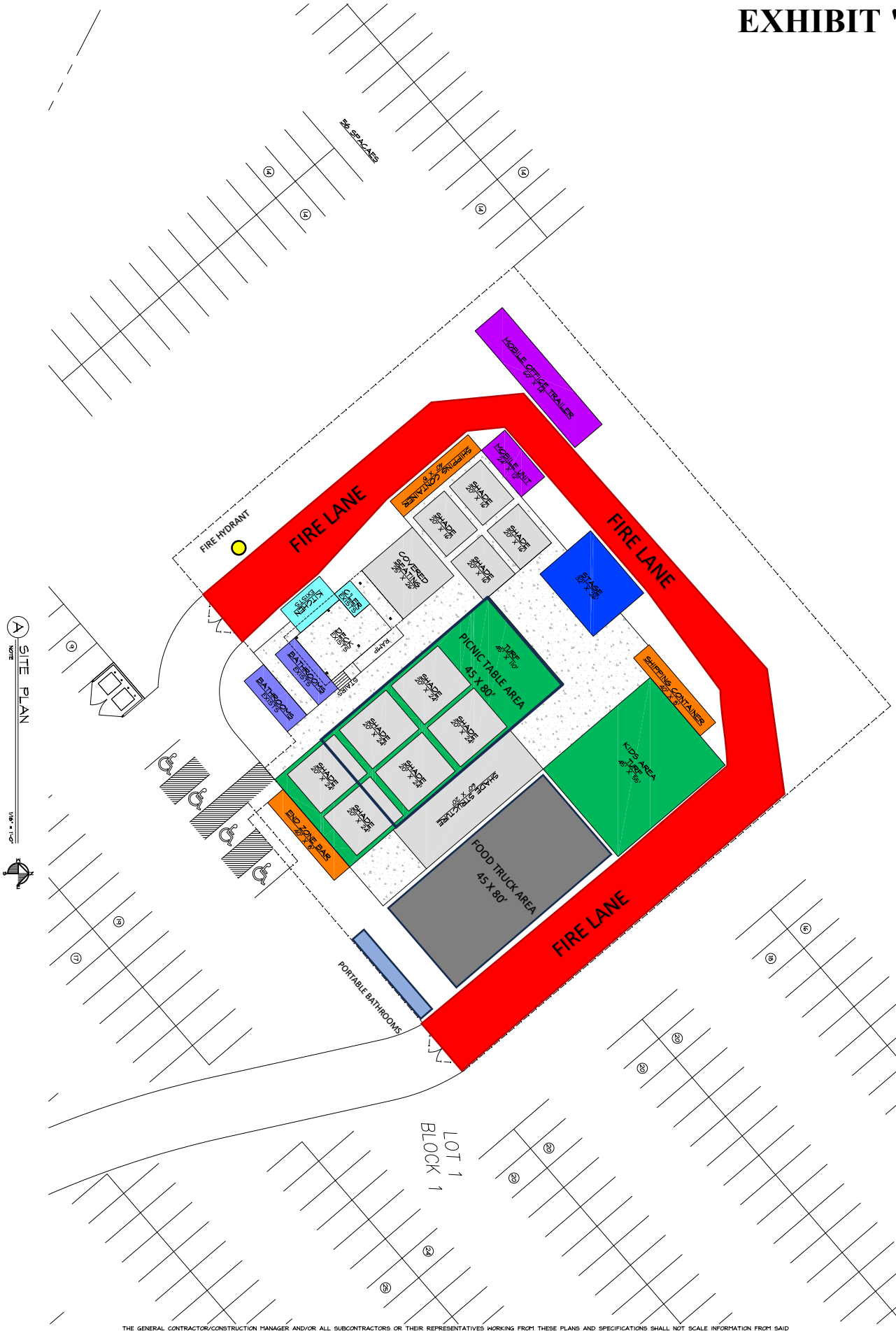
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS OR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS, BUT MUST CONTACT THE DESIGNER REGARDING MEASUREMENTS. IF SUCH MEASUREMENTS DO NOT APPEAR CORRECT OR ADD UP CORRECTLY TO THE INDICATED SIZE. IT SHALL ALSO BE THE RESPONSIBILITY OF THE G.C./C.M. AND THE SUBCONTRACTORS TO READ ALL NOTES AND TEXT ON THE DRAWINGS PRIOR TO BIDDING AND OR PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES BETWEEN SUBCONTRACTORS PRIOR TO PROCEEDING WITH ANY WORK AND CONTACT THE DESIGNER REGARDING SAID DISCREPANCIES PRIOR TO INSTALLATION. ANY CONSTRUCTION MATERIALS

SHEET NO. S-2 OF 25 SHEETS

BY: DRAFTING & DESIGN
P.O. BOX 4091 MIDLAND, TX. 79704
C: (432) 425-5297
E-MAIL: jmertink@gmail.com

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NEW SITE PLAN FOR: THE TAILGATE
4401 N BIG SPRING ST
MIDLAND TEXAS

JOB # JM23042

DATE ISSUED: JUNE 15, 2023
REVISED:

DRAWN BY: JAM
JOB # JM23042

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS OR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS, BUT MUST CONTACT THE DESIGNER REGARDING MEASUREMENTS. IF SUCH MEASUREMENTS DO NOT APPEAR CORRECT OR ADD UP CORRECTLY TO THE INDICATED SIZE. IT SHALL ALSO BE THE RESPONSIBILITY OF THE G.C./C.M. AND THE SUBCONTRACTORS TO READ ALL NOTES AND TEXT ON THE DRAWINGS PRIOR TO BIDDING AND OR PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES BETWEEN SUBCONTRACTORS PRIOR TO PROCEEDING WITH ANY WORK AND CONTACT THE DESIGNER REGARDING SAID DISCREPANCIES PRIOR TO INSTALLATION OF ANY CONSTRUCTION MATERIALS.

SHEET NO. S-1 OF 25 SHEETS

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E-MAIL: jmmartinl@gmail.com

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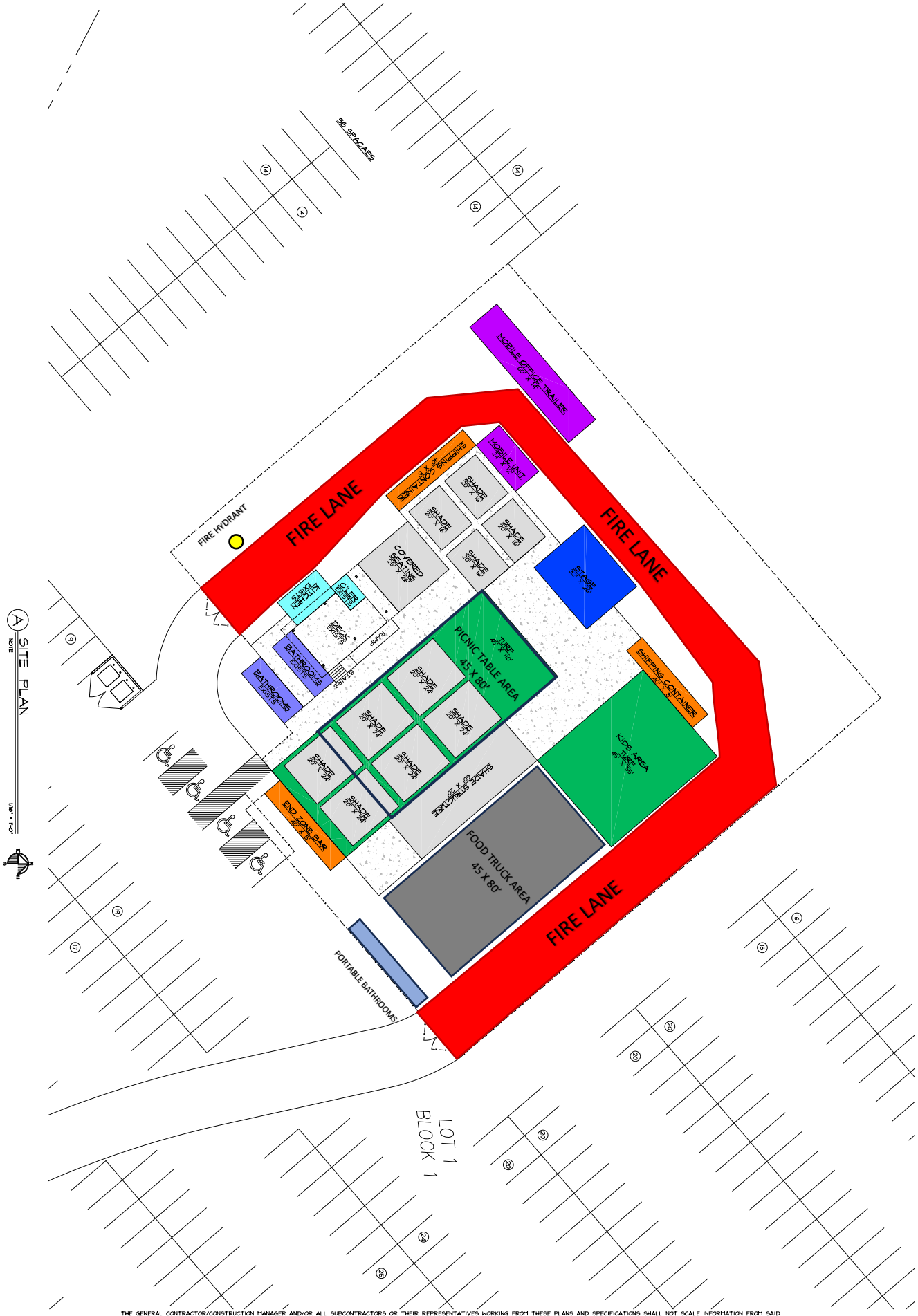

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DATE ISSUED: JUNE 15, 2023
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NEW SITE PLAN FOR:
THE TAILGATE
4401 N BIG SPRING ST
MIDLAND TEXAS

JOB # JM23043

DATE ISSUED:
JUNE 15, 2023
REVISED:

DRAWN BY: JAM
JOB # JM23043

MIDLAND Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDw-23-0035

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Christopher Sean Elphick		Phone (432) 553 9250 Email Sean@thetailgatemidland.com	
Address 11 Marabella Ct	City Midland	State TX	Zip 79705
Property Owner Printed Name: H-E-B, LP San Antonio		Phone (210) 938-8766 Email scott.ben@heb.com	
Address P.O. Box 839999	City ~~Midland~~	State TX	Zip 78283
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Type of Permit: *For Office Use Only* ☐ with Term ☑ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☐ No

Street Address: 4401 N. Big Spring St.

Legal Description
Lot: 1 Block: 1 Subdivision: Cay Desta Plaza North, Section 7

Current Zoning: Regional Retail (RR)

Maximum Floor Area: 17,038 **Maximum Occupancy:** 1,000

Proposed hours and days of use or operation: Thursday - Sunday 11am - 12am

Reason for request: Concerts, Ticketed Events, Cook-Offs, Food Trucks Private Events, Charity Fundraisers

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: The Tailgate provides a safe and fun atmosphere for the community to enjoy outdoor Events

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): S E K Date 9/19/23

Applicant (printed): Christopher Sean Elphick

Property Owner (signature): [signature] Date 9/19/23

Property Owner (printed) Benjamin Scott, SVP - Real Estate and SCP, H-E-B, LP

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 Christopher Sean Elphick who, being by me duly sworn, upon oath says: That (s)he is authorized by H-E-B, 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.

S E K
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 19 day of September, 2023, to certify which witness my hand and seal of office.

ARIEL MARANDA HERRERA
Notary ID #134115232
My Commission Expires
December 22, 2026

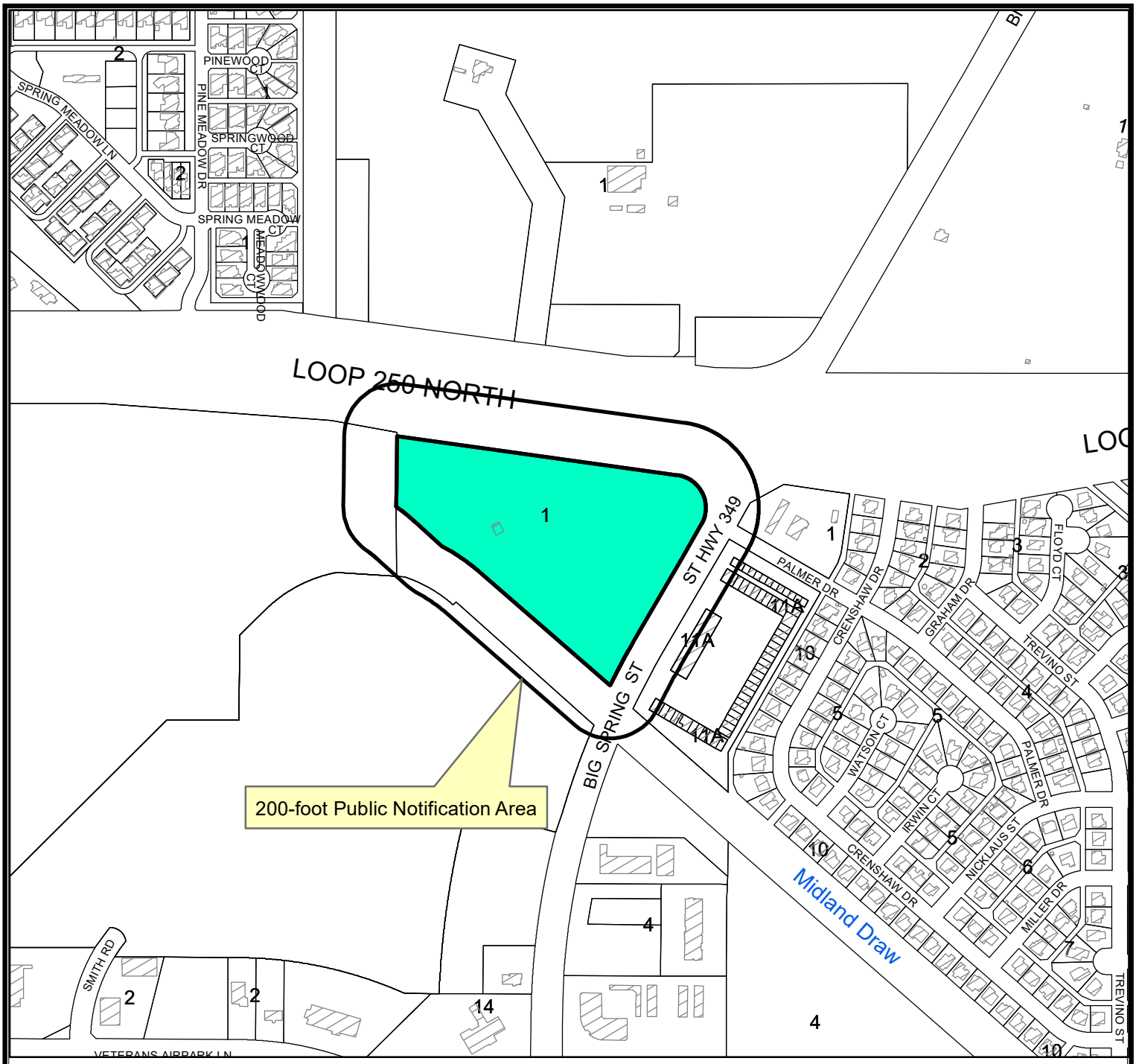
ariel herrera
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee invoice 00090980
- Check # card
- ☑ Dimensioned Site Plan
- ☐ Site Plan in Digital Format (PDF/JPEG)

Received By: Jeff Fisher Date: 9-19-2023

****Application will not be considered for scheduling until reviewed by a planner.****



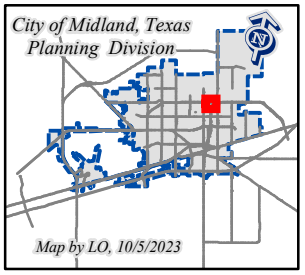
LOCATION MAP

SUDwo-23-0035 **Scale: 1" = 6,492'**

Consider a request by Christopher Sean Elphick for a Specific Use Designaion without term for Amusement, Commercial (outdoors) on Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of State Highway 349 and Loop 250 North (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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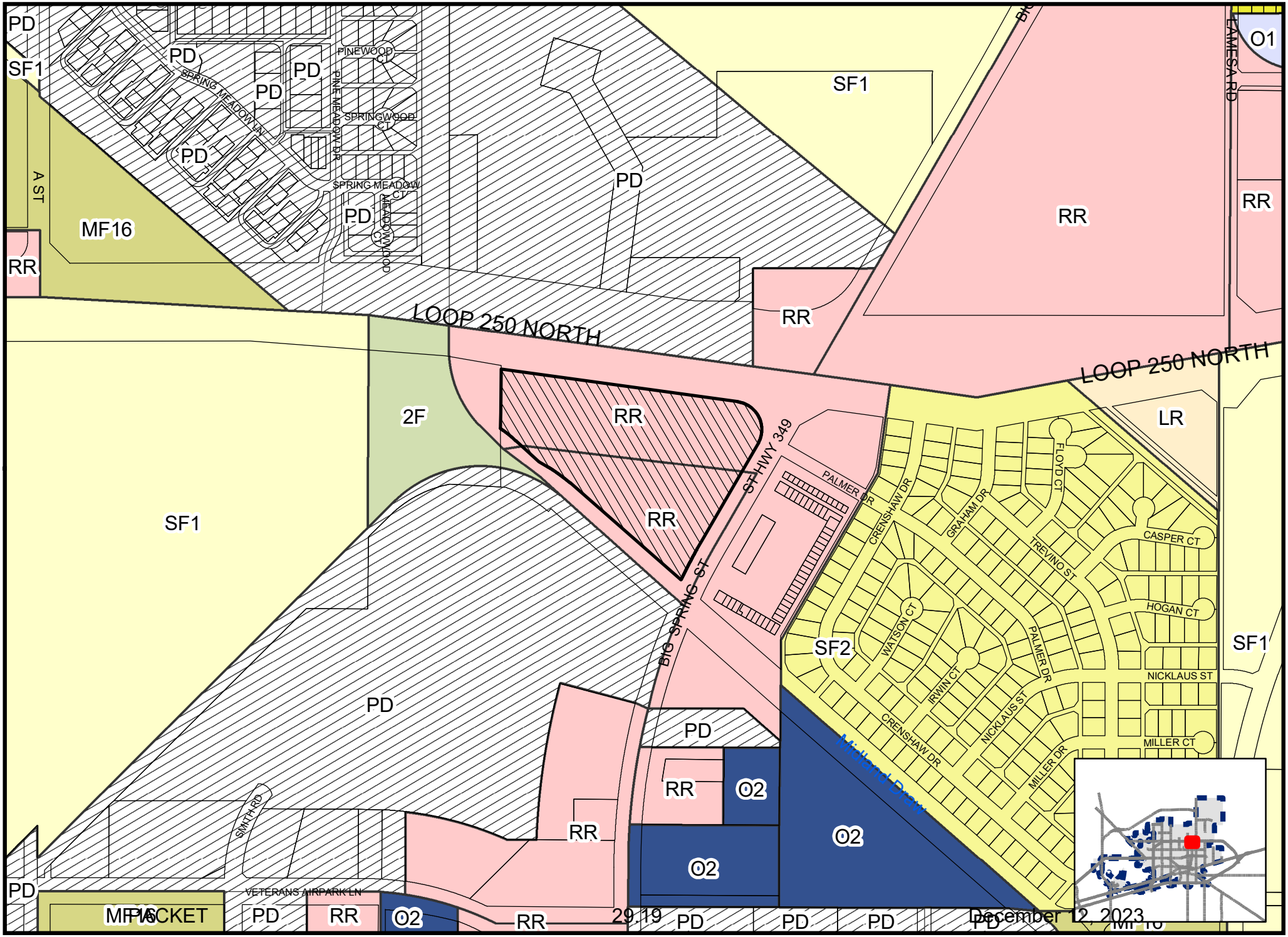

Map By LO, 10/13/2023

SUDwo-23-0035

Scale: 1" = 6,466'

ZONING MAP

December 12, 2023

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THE
TAILGATE
TRAILGATE
ProtoPower




MAVERICK
YOUNG'S
BUILDING SYSTEMS
ALLIED
GROUP
PCS
PALOMA
BEAR
PriorityPower

City Council Meeting

Item Number: 30

Meeting Date: November 14, 2023, December 12, 2023

To: City Council / City Manager

From: Rolandrea Russell, Assistant Director

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Christopher Sean Elphick is requesting a Specific Use Designation without Term for a mobile food vendor park.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant financial impact to the City.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Recreation Center (Ordinance 7322) and RR, Regional Retail District, and the location of a golf course and sports complex. The properties to the east are zoned RR, Regional Retail District, and the location of a retail shopping plaza and gas station. The property to the south is zoned PD, Planned Development District for an Office Center (Ordinance 5695). The properties to the west are zoned 2-F, Two-Family Dwelling District (Duplex) District and SF-1, Single-Family Dwelling District, and the location of Midland Airpark.

Analysis:

The applicant, Christopher Sean Elphick, is requesting a Specific Use Designation without Term for a Mobile Food Vendor Park.

On September 14, 2021, the City Council approved the applicant's original SUDs for the mobile food vendor park (Ordinance 10232) and the sale of all alcoholic beverages (Ordinance 10233), but the applicant has since expanded on the property, added concerts and events, and its alcoholic beverages SUD expired on September 14, 2023. On June 14, 2022, a Special Exception was granted by the City Council to allow the parking lot to be paved with asphalt millings as opposed to the standard of asphalt or concrete for three (3) years.

The new SUDwo will allow the expanded site plan for a mobile food vendor park. The applicant has also applied for an SUD to allow an outdoor commercial amusement facility
with associated concerts, ticketed events, cook-offs, private events, and charity events to take place on the property, and an SUD to renew the sale of alcoholic beverages for on-premises consumption on the property. A TLU will be required per Section 11-1-4.04.A.5.e of the City Code which prohibits exterior auditory devices for the concerts, and 11-1-4.05.A.8 which prohibits any temporary activity involving music after 10:00 p.m. or that includes the sale of alcoholic beverages.

The site plan (Exhibit A) provided shows the property and associated buildings and parking area after full built-out.

This project has been circulated to all City departments for review. Below are the department's comments:

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved with Conditions)

A fence will be required to prevent attendees from driving over the Loop 250 frontage curb, which is a traffic safety concern.

Building Code: (Approved with Conditions)

Several of the permanent structures have been put into place without permits and inspections. The SUD request is reasonable; however, my approval of the SUD is contingent upon all structures having proper permits pulled and all inspections performed. These non-permitted structures include a mobile home, office/shed, shipping containers, shade structures, fencing, signage, and two large tanks used as decoration that sit on either side of the stage. The owners/operators of this property are also looking to increase upon the original SUD for larger events, once a maximum occupant load is given there will need to be a recalculation for permanent restroom facilities which could also trigger the need for additional permits and inspections. Temporary sanitary facilities are not acceptable to cover the increased occupant load, must be permanent. Each one of the individual unpermitted structures must have their own permit which calls for a separate permit submittal for each one. Each submittal will require a completed permit application, site plan that reflects the location of the structure and related distance measurements to adjoining structures and property lines, floor plans of the structure or detailed drawings of their construction, written scope of work or structure specifications, and any other information that can help describe the situation. These permits will need to be applied for by a licensed and bonded contractor. All permitted structures require inspections, those that are just now being permitted will also need a full set of inspections. If the structures are completed and, in a state, to where all inspections cannot be made, a third-party inspector such as a Texas licensed structural engineer, will need to make the inspections and give to the Building Official a signed and stamped letter stating that the permitted structure in question is of sound construction and poses no threat to life safety and will not compromise the site in any way. It is recommended that until the new SUD is approved, the previously approved SUD's with the original occupant load of 400 persons should be strictly adhered to. Many complaints from citizens regarding the amount of dirt/dust coming from the parking areas around the site have been made to our department. Asphalt Millings are going to be required by the City of Midland Planning division for the parking surfaces so this will eventually be addressed. Before the site is covered with millings, a plan must be put into place to control blowing dust. Frequent watering of the ground before automobile traffic comes to the site before and during an event is highly recommended. Any event that takes place that will go over the current or future occupancy load and/or deviates from the location's intended use will need to apply for a TLU on top of the SUD. We cannot provide an updated occupant load with the Alcohol Serviceable Area SQ FT alone, we must have each public occupied area defined by what kind of seating/standing area there will be and the SQ FT of each of those areas.

Fire: (Approved with Conditions)

The International Fire Code does not have provisions for permanent event site to operate as "Temporary". A Fire Lane and the internal access driveway are required that is capable of supporting 75,000 lbs. constructed of an all-weather surface that provides access within 150' of all portions. The fire lane must be marked in accordance with fire code requirements. All future events should be permitted under a separate TLU.

Oil and Gas: (Approved)

No objections.

Planning: (Approved)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections" (Tall City Tomorrow page 137). The Tailgate will create a vibrant atmosphere where residents can feel relaxed and enjoy alcoholic beverages with their food. The proposed SUDwo for a Mobile Food Vendor Park is consistent with the Tall City Comprehensive Plan policies.

The Planning and Zoning Commission recommended approval of this request at the October 16, 2023, regular meeting.

Staff recommends approval of the request of the Specific Use Designation without Term for a Mobile Food Vendor Park, subject to Conditions A to N.

Letters of Objection:

As of November 3, 2023, staff has received no letters of objection for this request.

Conditions:

A. That the Establishment shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the operator of the Establishment shall place a sign at the driveway notifying drivers that a left turn onto North Big Spring Street is prohibited.

C. That the operator of the Establishment shall provide a 20-foot-wide fire lane around the facility capable of supporting 75,000 lbs. and constructed of an all-weather surface that provides access within 150' of all portions. The fire lane must be marked in accordance with fire code requirements.

D. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday from 11: 00 a.m. to 12: 00 a.m. (midnight).

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. That the sale and on-premises consumption of alcoholic beverages shall be prohibited unless a Specific Use Designation With Term for the sale and on-premises consumption of alcoholic beverages is approved and effective.

H. That the development and operation of the Establishment shall conform to Section 11-1-4.04.A.14 of the City Code and all other applicable laws, ordinances, and regulations.

I. The operator of the Establishment shall notify the City's Planning Division in writing of the name, address, telephone number, and e-mail address of the person who has been designated on-site manager of the Establishment who is responsible for the orderly organization of the Establishment, the cleanliness of the Property, and the Establishment's compliance with all applicable rules and regulations during business hours. If the City's Planning Division is not so notified, it shall be presumed that Christopher Sean Elphick is the on-site manager of the Establishment.

J. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

K. The operator shall install a three-foot-tall fence along the West Loop 250 North frontage to prevent vehicular traffic from entering or exiting the site from West Loop 250 North.

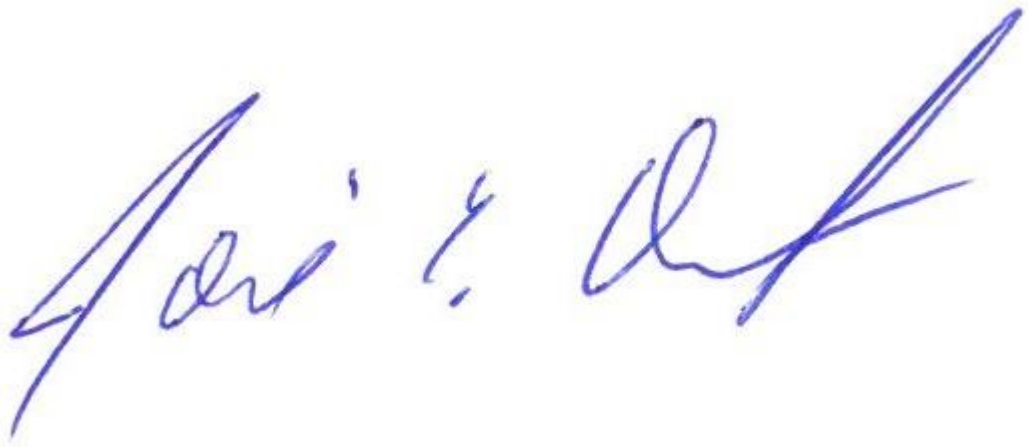
L. To the extent that events on the property require a temporary land use permit under Section 11-1-4.05 of the City Code, or to the extent that exterior auditory devices are used, the applicant shall obtain a temporary land use permit.

M. With respect to parking the applicant shall comply with respect the Ordinance 10320 or any superseding.

N. That the above conditions supersede the original conditions stipulated in Ordinance 10232.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MOBILE FOOD VENDOR PARK; 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 Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas (the "Property") as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for a mobile food vendor park, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the Establishment shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the operator of the Establishment shall place a sign at the driveway notifying drivers that a left turn onto North Big Spring Street is prohibited.

C. That the operator of the Establishment shall provide a 20-foot-wide fire lane around the Establishment that provides access within 150 feet of all portions of the Establishment. The fire lane shall be capable of supporting 75,000 pounds and shall have an all-weather surface. The fire lane must be marked in accordance with the Fire Code.

D. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. That the sale and on-premises consumption of alcoholic beverages shall be prohibited on the Property unless a Specific Use Designation With Term for the sale and on-premises consumption of alcoholic beverages is approved and effective for the Property.

H. That the development and operation of the Establishment shall conform to Section 11-1-4.04.A.14 of the City Code and all other applicable laws, ordinances, and regulations.

I. That the operator of the Establishment shall notify the City's Planning Division in writing of the name, address, telephone number, and e-mail address of the person who has been designated on-site manager of the Establishment who is responsible for the orderly organization of the Establishment, the cleanliness of the Property, and the Establishment's compliance with all applicable rules and regulations during business hours. If the City's Planning Division is not so notified, it shall be presumed that Christopher Sean Elphick is the on-site manager of the Establishment.

J. That the operator shall install a three-foot-tall fence along the West Loop 250 North frontage to prevent vehicular traffic from entering or exiting the site from West Loop 250 North.

K. That to the extent that Section 11-1-4.05 of the City Code requires a temporary land use permit in order for an event to be held on the Property, or to the extent that any exterior auditory devices will be used on the Property, the operator of the Establishment shall obtain a temporary land use permit prior to holding the event or using exterior auditory devices.

L. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

M. That with respect to parking, the applicant shall comply with Ordinance No. 10320 or any ordinance that supersedes Ordinance No. 10320.

N. That this ordinance shall supersede Ordinance No. 10232.

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

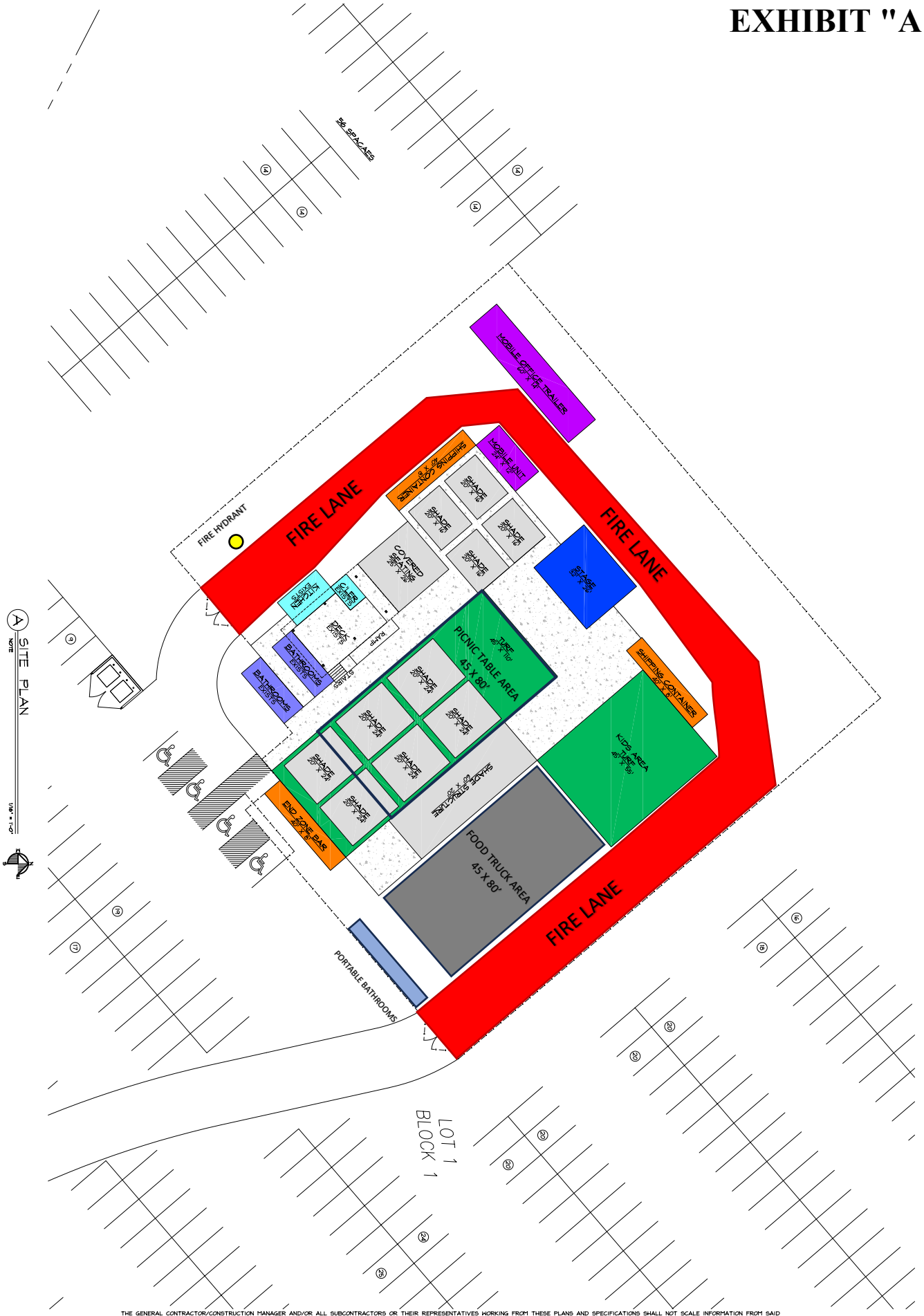
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



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SHEET NO. S-2 OF 25 SHEETS

BY: JM DRAFTING & DESIGN
P.O. BOX 4091 MIDLAND, TX. 79704
C: (432) 425-5297
E-MAIL: jmmertink@gmail.com

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NEW SITE PLAN FOR: THE TAILGATE
4401 N BIG SPRING ST
MIDLAND TEXAS

JOB # JM23042

DATE ISSUED: JUNE 15, 2023
REVISED:

DRAWN BY: JAM
JOB # JM23042

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS OR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS, BUT MUST CONTACT THE DESIGNER REGARDING MEASUREMENTS. IF SUCH MEASUREMENTS DO NOT APPEAR CORRECT OR ADD UP CORRECTLY TO THE INDICATED SIZE. IT SHALL ALSO BE THE RESPONSIBILITY OF THE G.C./C.M. AND THE SUBCONTRACTORS TO READ ALL NOTES AND TEXT ON THE DRAWINGS PRIOR TO BIDDING AND OR PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES BETWEEN SUBCONTRACTORS PRIOR TO PROCEEDING WITH ANY WORK AND CONTACT THE DESIGNER REGARDING SAID DISCREPANCIES PRIOR TO INSTALLATION OF ANY CONSTRUCTION MATERIALS.

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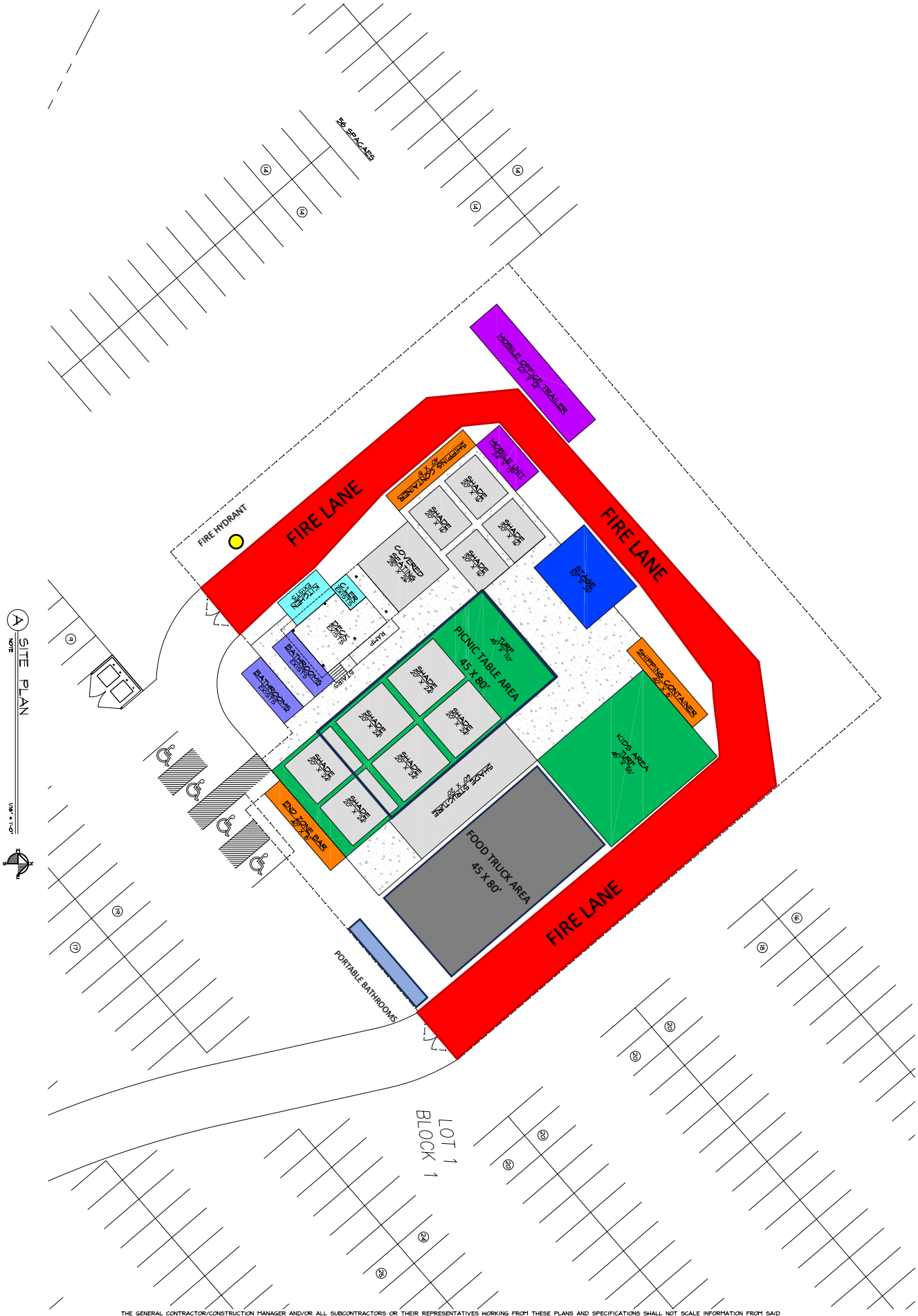

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PACKET Pg. 30 14 December 12, 2023

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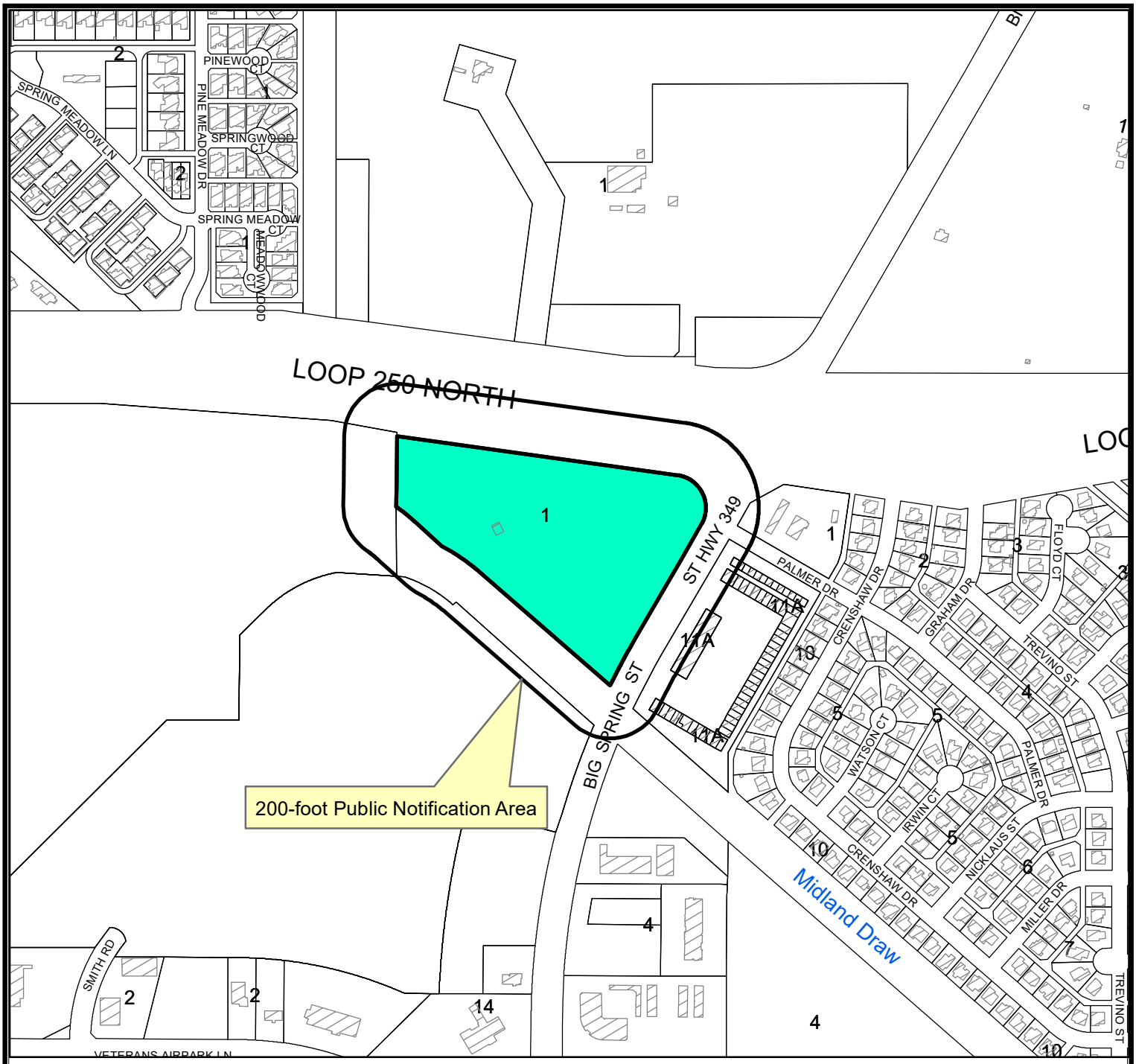


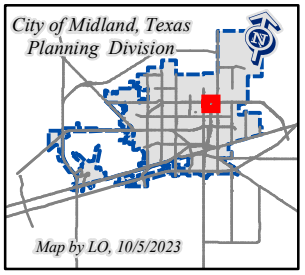
LOCATION MAP

SUDwo-23-0037 **Scale: 1" = 6,492'**

Consider a request by Christopher Sean Elphick for a Specific Use Designaion without term for a Mobile Food Vendor Park on Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas.
Generally located on the southwest corner of the intersection of State Highway 349 and Loop 250 North (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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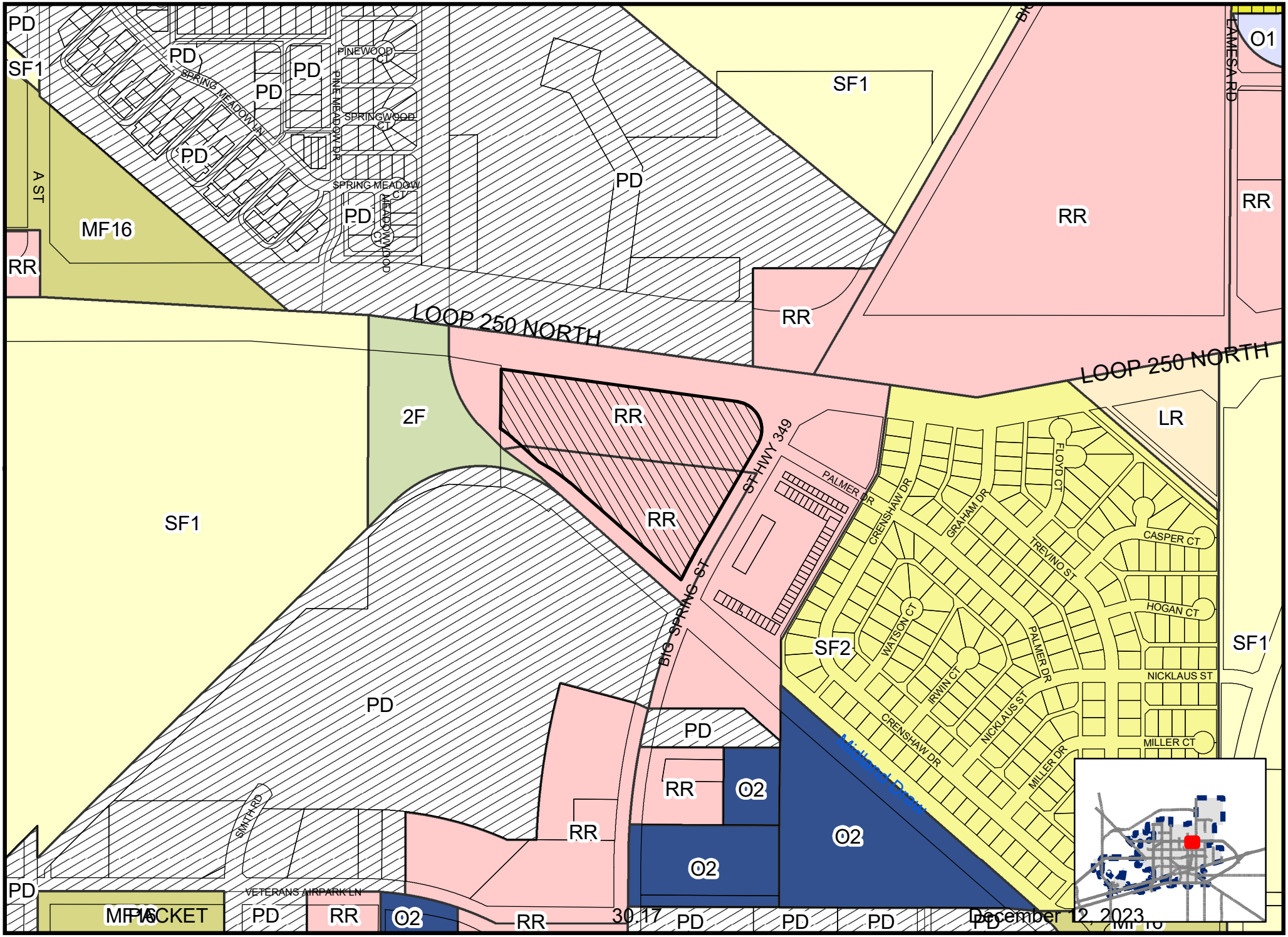

Map By LO, 10/13/2023

SUDwo-23-0037

Scale: 1" = 6,466'

ZONING MAP

December 12, 2023

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City Council Meeting

Item Number: 31

Meeting Date: November 14, 2023, December 12, 2023

To: City Council / City Manager

From: Rolandrea Russell, Assistant Director

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOBILE FOOD VENDOR PARK AND COMMERCIAL AMUSEMENT (OUTDOOR) FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Christopher Sean Elphick, is requesting a Specific Use Designation with Term (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a Mobile Food Vendor Park and an Amusement, Commercial Outdoor Facility.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant financial impact to the City.

Current Zoning:

RR, Regional Retail District.

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Recreation Center (Ordinance 7322) and RR, Regional Retail District, and the location of a golf course and sports complex. The properties to the east are zoned RR, Regional Retail District, and the location of a retail shopping plaza and gas station. The property to the south is zoned PD, Planned Development District for an Office Center (Ordinance 5695). The properties to the west are zoned 2-F, Two-Family Dwelling District (Duplex) District and SF-1, Single-Family Dwelling District, and the location of Midland Airpark.

Analysis:

The property is zoned RR, Regional Retail District which allows for Alcoholic Beverages Sales for On-Premises Consumption with the approval of an SUD. The total alcohol serviceable area is 17,038 square feet.

On September 14, 2021, the City Council approved the applicant's original SUD for the sale of all alcoholic beverages (Ordinance 10233), but the applicant has since expanded on the property, added concerts and events, and its alcoholic beverages SUD expired on September 14, 2023. The applicant has also applied for SUDs for a mobile food vendor park and amusement, commercial (outdoor) facility on the property.

The proposed hours of operation:

Monday through Sunday from 11 a.m. to 12 a.m.

The proposed hours of alcohol service:

Monday through Sunday from 11 a.m. to 12 a.m.

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadiums, or public hospitals within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across the intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department's comments.

Fire: (Approved with Conditions)

The International Fire Code does not have provisions for permanent event site to operate as "Temporary". A Fire Lane and the internal access driveway are required that is capable of supporting 75,000 lbs. constructed of an all-weather surface that provides access within 150' of all portions. The fire lane must be marked in accordance with fire code requirements. All future events should be permitted under a separate TLU.

Engineering: (Approved)

No objections. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved with Conditions)

Several of the permanent structures have been put into place without permits and inspections. The SUD request is reasonable; however, my approval of the SUD is contingent upon all structures having proper permits pulled and all inspections performed. These non-permitted structures include a mobile home, office/shed, shipping containers, shade structures, fencing, signage, and two large tanks used as decoration that sit on either side of the stage. The owners/operators of this property are also looking to increase upon the original SUD for larger events, once a maximum occupant load is given there will need to be a recalculation for permanent restroom facilities which could also trigger the need for additional permits and inspections. Temporary sanitary facilities are not acceptable to cover the increased occupant load, must be permanent. Each one of the individual unpermitted structures must have their own permit which calls for a separate permit submittal for each one. Each submittal will require a completed permit application, site plan that reflects the location of the structure and related distance measurements to adjoining structures and property lines, floor plans of the structure or detailed drawings of their construction, written scope of work or structure specifications, and any other information that can help describe the situation. These permits will need to be applied for by a licensed and bonded contractor. All permitted structures require inspections, those that are just now being permitted will also need a full set of inspections. If the structures are completed and, in a state, to where all inspections cannot be made, a third-party inspector such as a Texas licensed structural engineer, will need to make the inspections and give to the Building Official a signed and stamped letter stating that the permitted structure in question is of sound construction and poses no threat to life safety and will not compromise the site in any way. It is recommended that until the new SUD is approved, the previously approved SUD's with the original occupant load of 400 persons should be strictly adhered to. Many complaints from citizens regarding the amount of dirt/dust coming from the parking areas around the site have been made to our department. Asphalt Millings are going to be required by the City of Midland Planning division for the parking surfaces so this will eventually be addressed. Before the site is covered with millings, a plan must be put into place to control blowing dust. Frequent watering of the ground before automobile traffic comes to the site before and during an event is highly recommended. Any event that takes place that will go over the current or future occupancy load

and/or deviate from the location's intended use will need to apply for a TLU on top of the SUD. We cannot provide an updated occupant load with the Alcohol Serviceable Area SQ FT alone, we must have each public occupied area defined by what kind of seating/standing area there will be and the SQ FT of each of those areas.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections" (Tall City Tomorrow page 137). The Tailgate will create a vibrant atmosphere where residents can feel relaxed and enjoy alcoholic beverages with their food.

The Planning and Zoning Commission recommended approval of this request at the October 16, 2023, regular meeting.

Staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Mobile Food Vendor Park and an Amusement, Commercial Outdoor Facility, subject to Condition A through H.

Conditions:

A. That the alcohol serviceable area of the establishment shall be limited to approximately 17,038 square feet, as shown in Exhibit A.

B. That the operator of the Establishment shall place a sign at the driveway notifying drivers that a left turn onto North Big Spring Street is prohibited.

C. That the operator of the Establishment shall provide a 20-foot-wide fire lane around the facility capable of supporting 75,000 lbs. and constructed of an all-weather surface that provides access within 150' of all portions. The fire lane must be marked in accordance with fire code requirements.

D. That the permitted hours of the sale of alcoholic beverages shall be limited to:
Monday through Sunday from 11:00 a.m. to 2:00 a.m.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

F. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

G. That the establishment shall meet the requirements of the Fire Department and the Code Administration Division.

H. That this approval be conditional on obtaining approval for a mobile food vendor park and amusement, commercial (outdoor) facility for the same property and

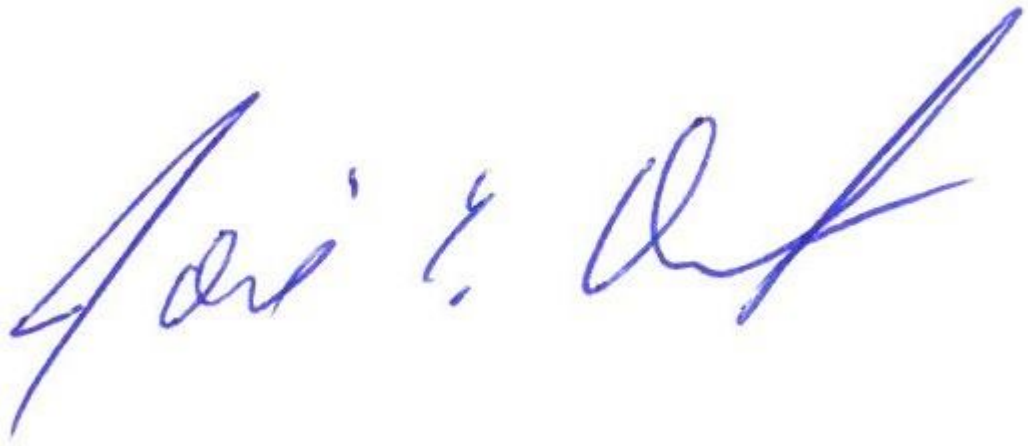
attached site plan (Exhibit A).

Letters of Objection:

As of November 3, 2023, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR FOR LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOBILE FOOD VENDOR PARK AND COMMERCIAL AMUSEMENT (OUTDOOR) FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a mobile food vendor park and commercial amusement (outdoor) facility (collectively, the "Establishment") for on-premises consumption, together with the

uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 17,038 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F That the operator of the Establishment shall place a sign at the driveway notifying drivers that a left turn onto North Big Spring Street is prohibited.

G. That the operator of the Establishment shall provide a 20-foot-wide fire lane around the Establishment that provides access within 150 feet of all portions of the Establishment. The fire lane shall be capable of supporting 75,000 pounds and shall have an all-weather surface. The fire lane must be marked in accordance with the Fire Code.

H. That this ordinance shall not be effective unless (1) there is a Specific Use Designation Without Term in effect that allows the Property to be used for commercial amusement (outdoors), (2) there is a Specific Use Designation Without Term in effect that allows the Property to be used for a mobile food vendor park, and (3) the Establishment is operated in compliance with the ordinances that granted the aforementioned Specific Use Designations Without Term .

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

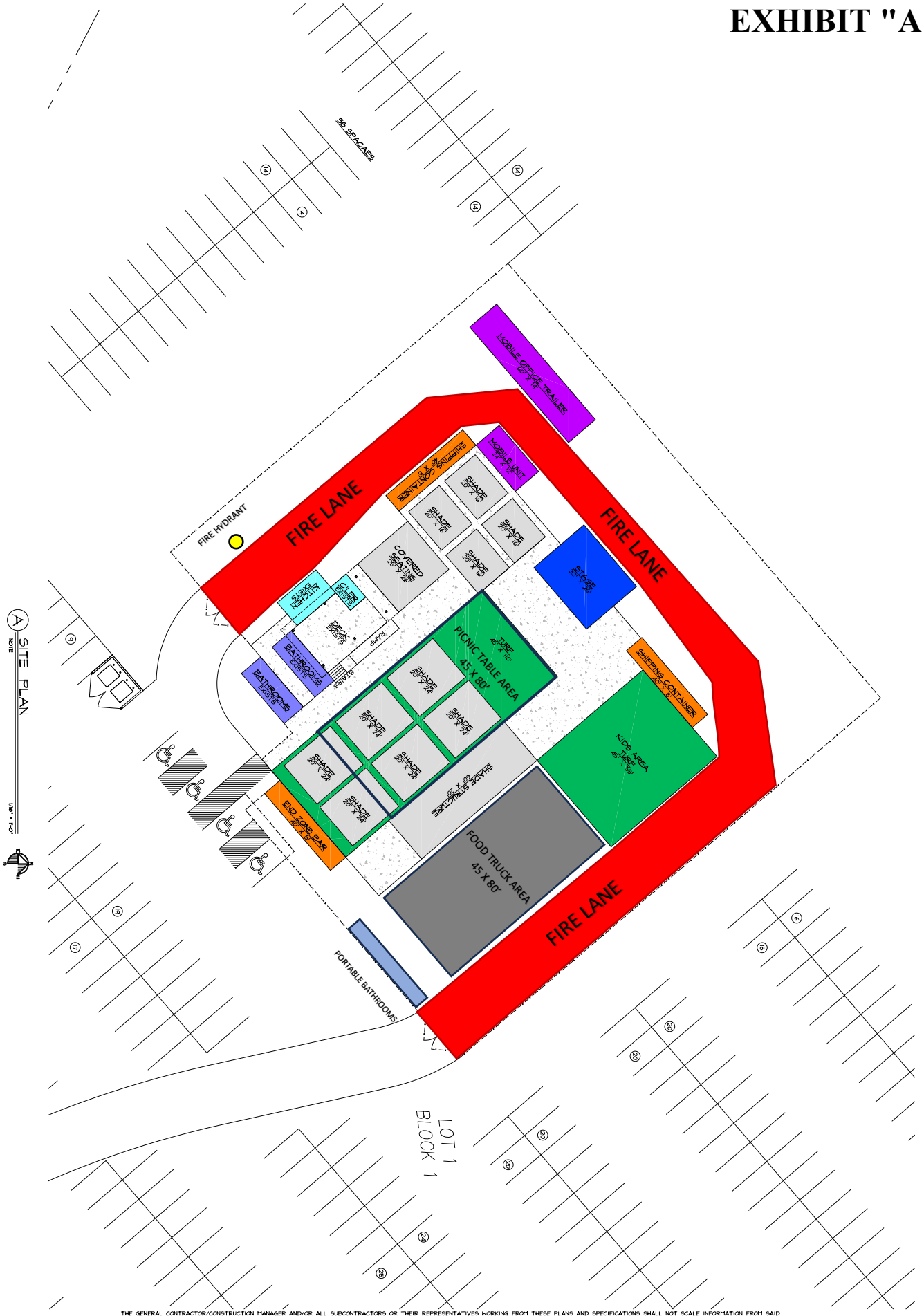
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS OR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS, BUT MUST CONTACT THE DESIGNER REGARDING MEASUREMENTS. IF SUCH MEASUREMENTS DO NOT APPEAR CORRECT OR ADD UP CORRECTLY TO THE INDICATED SIZE. IT SHALL ALSO BE THE RESPONSIBILITY OF THE G.C./C.M. AND THE SUBCONTRACTORS TO READ ALL NOTES AND TEXT ON THE DRAWINGS PRIOR TO BIDDING AND OR PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES WITH DESIGNER. SUBCONTRACTORS PRIOR TO PROCEEDING WITH ANY WORK AND CONTACT DESIGNER REGARDING SAID DISCREPANCIES PRIOR TO INSTALLATION. ANY CONSTRUCTION MATERIALS

SHEET NO. S-2 OF 25 SHEETS

BY: JM DRAFTING & DESIGN
P.O. BOX 4091 MIDLAND, TX. 79704
C: (432) 425-5297
E-MAIL: jmmertink@gmail.com

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NEW SITE PLAN FOR: THE TAILGATE
4401 N BIG SPRING ST
MIDLAND TEXAS

JOB # JM23042

DATE ISSUED: JUNE 15, 2023
REVISED:

DRAWN BY: JAM
JOB # JM23042

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS OR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS, BUT MUST CONTACT THE DESIGNER REGARDING MEASUREMENTS. IF SUCH MEASUREMENTS DO NOT APPEAR CORRECT OR ADD UP CORRECTLY TO THE INDICATED SIZE. IT SHALL ALSO BE THE RESPONSIBILITY OF THE G.C./C.M. AND THE SUBCONTRACTORS TO READ ALL NOTES AND TEXT ON THE DRAWINGS PRIOR TO BIDDING AND OR PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES BETWEEN SUBCONTRACTORS PRIOR TO PROCEEDING WITH ANY WORK AND CONTACT THE DESIGNER REGARDING SAID DISCREPANCIES PRIOR TO INSTALLATION OF ANY CONSTRUCTION MATERIALS.

SHEET NO. S-1 OF 25 SHEETS

BY: JM DRAFTING & DESIGN
P.O. BOX 4091 MIDLAND, TX. 79704
C: (432) 425-5297
E-MAIL: jmertink@gmail.com

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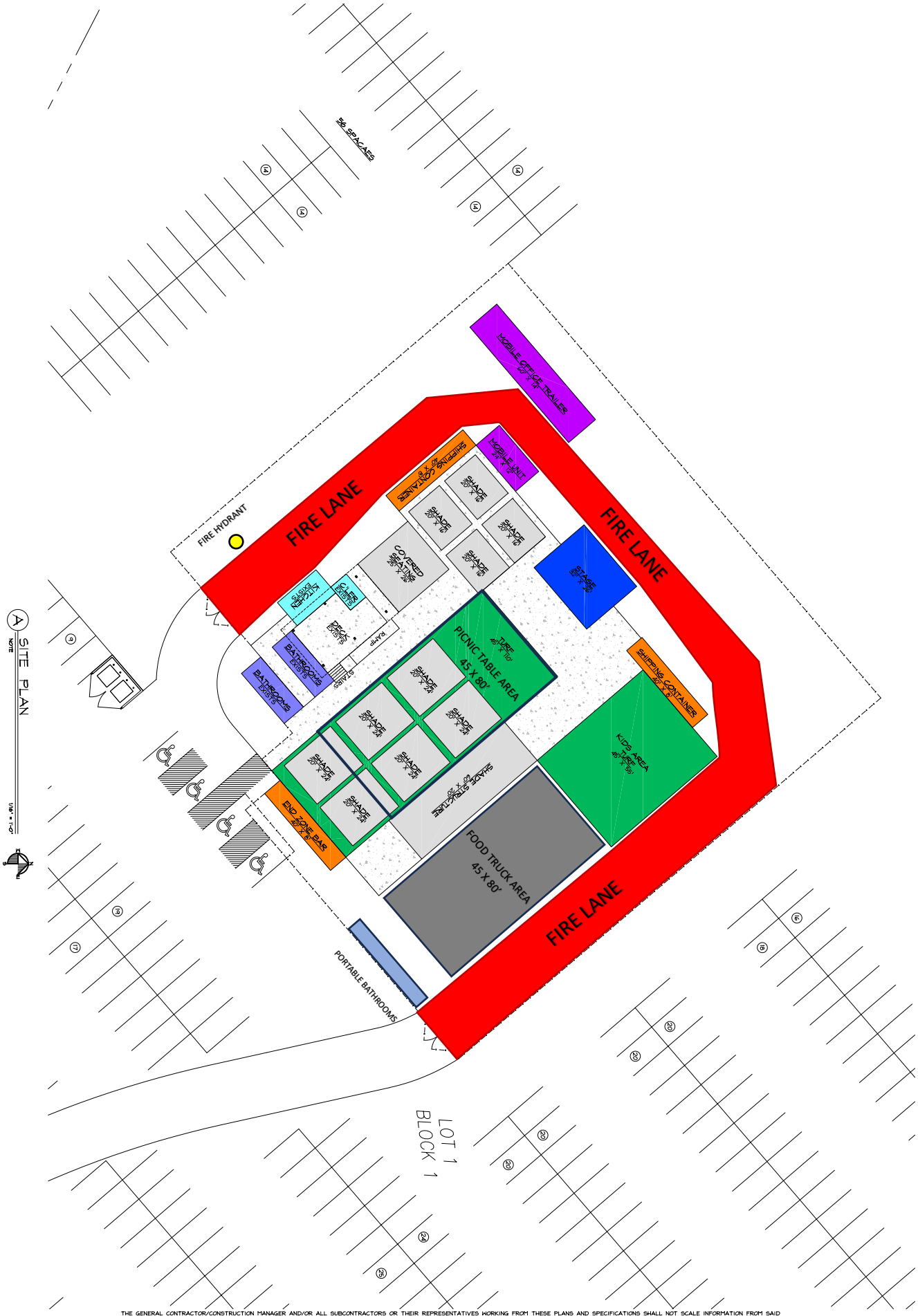
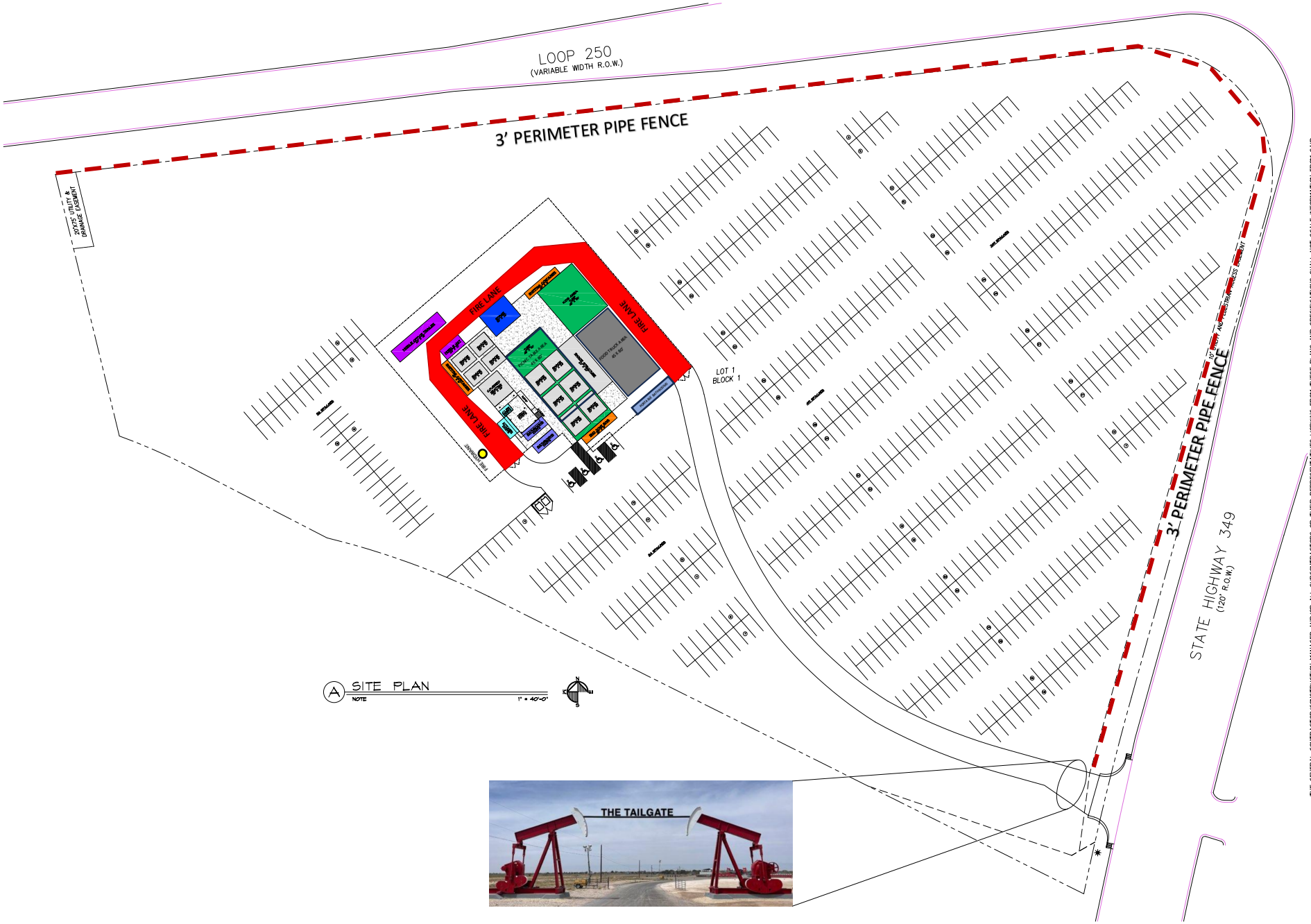
NEW SITE PLAN FOR:
THE TAILGATE
4401 N BIG SPRING ST
MIDLAND TEXAS

JOB # JM23043
DATE ISSUED: JUNE 15, 2023
REVISED:
DRAWN BY: JAM
JOB # JM23043


56 SPACES
FIRE HYDRANT
FIRE LANE
FIRE LANE
FIRE LANE
MOBILE OFFICE 40' X 16' TRAILER
SHIPPING CONTAINER 40' X 8'
MOBILE UNIT 20' X 12'
SHADE 20' X 16'
SHADE 20' X 16'
SHADE 20' X 16'
SHADE 20' X 16'
COVERED SEATING 96' X 16'
SHADE 20' X 16'
SHADE 20' X 16'
SHADE 20



A SITE PLAN
NOTE 1" = 40'-0"

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS OR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS, BUT MUST CONTACT THE DESIGNER REGARDING MEASUREMENTS, IF SUCH MEASUREMENTS DO NOT APPEAR CORRECT OR ADD UP CORRECTLY TO THE INDICATED SIZE. IT SHALL ALSO BE THE RESPONSIBILITY OF THE G.C./C.M. AND THE SUBCONTRACTORS TO READ ALL NOTES AND TEXT ON THE DRAWINGS PRIOR TO BIDDING AND OR PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES BETWEEN SUBCONTRACTORS PRIOR TO PROCEEDING WITH ANY WORK AND CONTACT THE DESIGNER REGARDING SAID DISCREPANCIES PRIOR TO INSTALLATION OF ANY CONSTRUCTION MATERIALS.

PACKET

SHEET NO. S-1 OF 25 SHEETS

BY: JM DRAFTING & DESIGN
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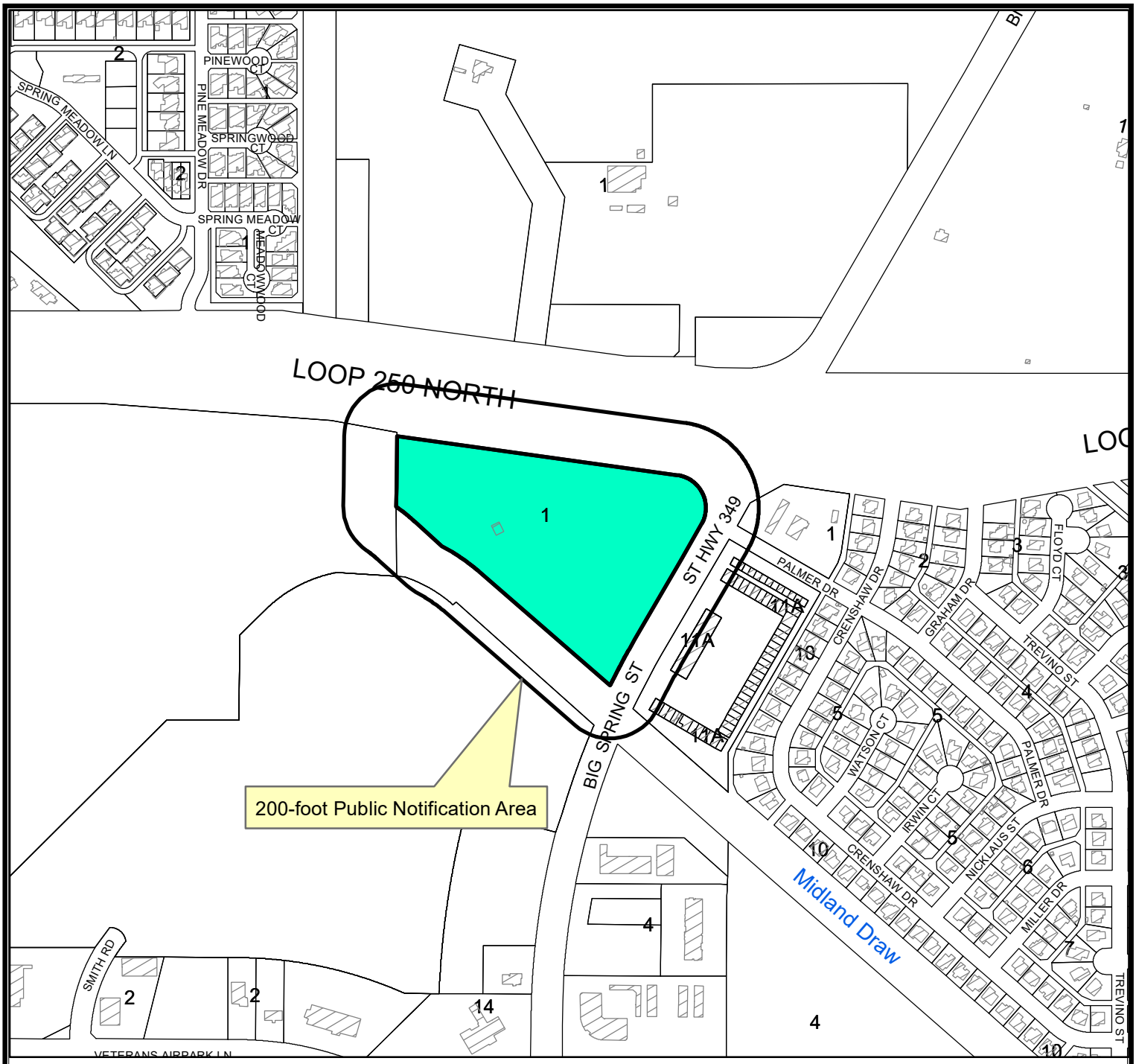
31-14

NEW SITE PLAN FOR: THE TAILGATE
4401 N BIG SPRING ST
MIDLAND TEXAS

DATE ISSUED: JUNE 15, 2023
REVISED:
DRAWN BY: JAM
JOB # JMDRAFTING

December 19, 2023



LOCATION MAP

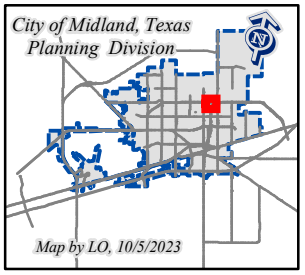
SUD-23-0161 **Scale: 1" = 6,492'**

Consider a request by Christopher Sean Elphick for a Specific Use Designaion with term for the sale of all alcoholic beverages for on-premise consumption in a mobile food vendor park and amusement commercial outdoor facility on Lot 1, Block 1, Claydesta Plaza North, Section 4, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of State Highway 349 and Loop 250 North (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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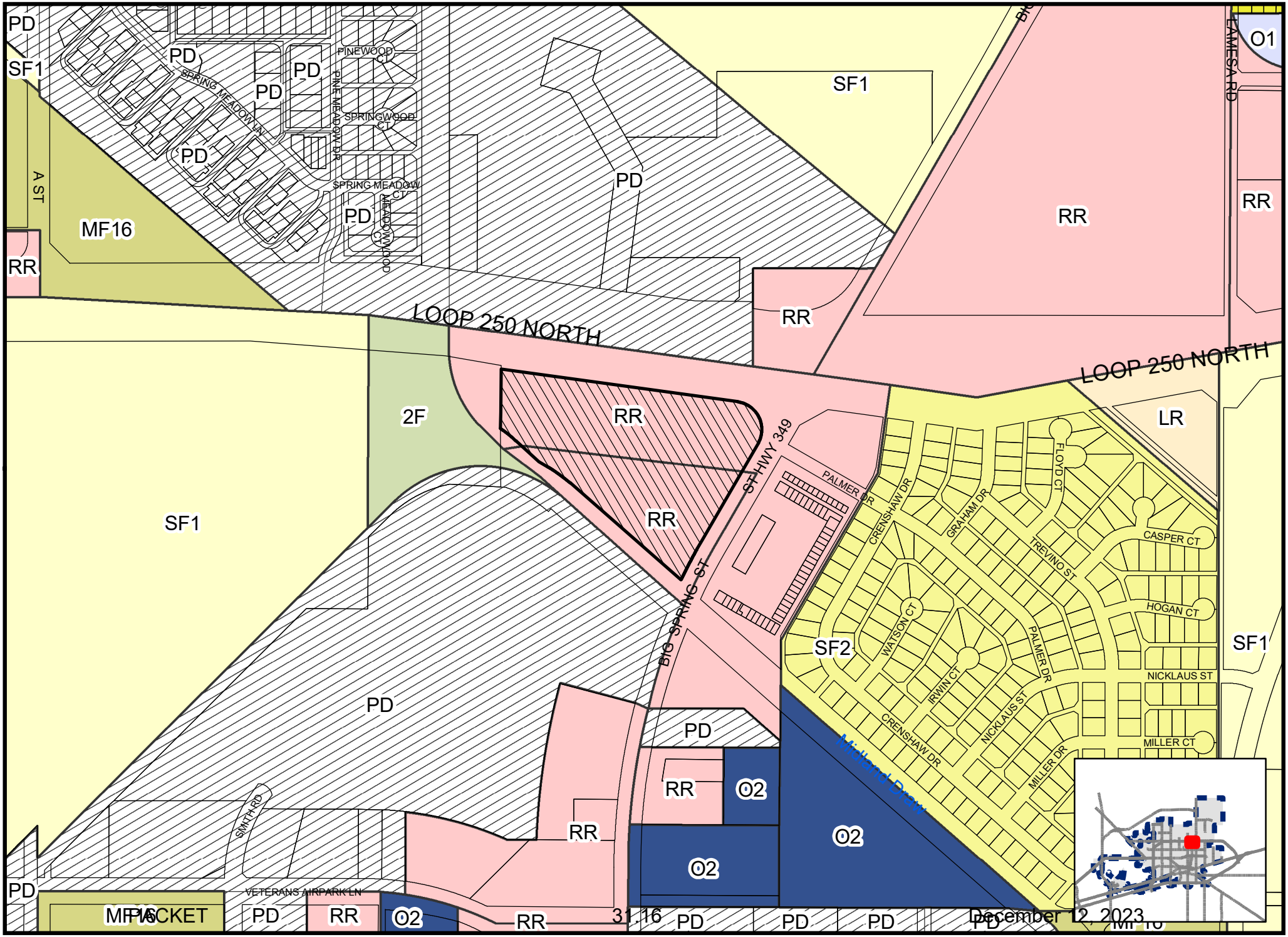
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

December 12, 2023



POCKET

31.16

December 12, 2023

Map By LO, 10/13/2023

SUD-23-0161

Scale: 1" = 6,466'

ZONING MAP

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THE
TAILGATE
TRAILGATE
ProtoPower




MAVERICK
YOUNG'S
BUILDING SYSTEMS
ALLIED
GROUP
PCS
PALOMA
BEAR
PriorityPower

City Council Meeting

Item Number: 32

Meeting Date: November 14, 2023, December 12, 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 A 23.93-ACRE TRACT OF LAND OUT OF SECTION 27, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A MEDICAL CENTER AND HOSPITAL, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A MEDICAL CENTER AND HOSPITAL (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF KENT STREET AND WEST MICHIGAN 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicants, Midland County Hospital District and Debbie Parchman Reese, are requesting a Zone Change from PD, Planned Development District for a Medical Center (Ordinance No. 8738), in part, and O-1, Office District, in part, to PD, Planned Development District for a Medical Center and Hospital, to expand the PD boundary, expand the existing hospital, and construct a new medical office building with new parking.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

PD, Planned District for a Medical Center (Ordinance No. 8738), in part, and O-1, Office District, in part.

Surrounding Zoning and Land Use:

The properties to the north are zoned O-1, Office District, and the location of medical and professional offices The properties to the east are zoned O-1, Office District, SF-2, Single-Family Dwelling District, and PD, Planned District for a Transition District and the location of offices and residences. The properties to the south are zoned O-1, Office District and RR, Regional Retail District, and the location of a school and a pharmacy. The properties to the west are zoned RR, Regional Retail, and the location of various businesses.

Analysis:

The applicants, Midland County Hospital District and Debbie Parchman Reese are requesting approval of a Zone Change to expand the boundaries of the Planned District, expansion and modification of the existing hospital, and construction of a new medical office building and parking. A request to vacate a portion of North N Street and the alley shown in Exhibit A has been submitted to the City and was approved in its first reading on October 24, 2023. The Preliminary Plat was approved at the May 15, 2023, Planning and Zoning Commission meeting.

The existing Planned District has an underlying base zoning of O-2, Office District. The proposed zone change for the expansion of the boundaries of the Planned District will retain O-2, Office District as the underlying base zoning.

The submitted site plan illustrates the proposed infill of the courtyards and expansion of the third floor of the existing hospital campus, a future garden, a new office building, and additional parking. The south tower will eventually be demolished.

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 Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No 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.

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:

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Goal #2 of Chapter 7-Tall City Central District Plan, which aims to "Create a 'cultural core' in Downtown Midland that is a living, working, and entertainment destination." The development of medical offices in this area would help advance the Central District towards this goal as it would improve the City's medical services and create employment opportunities.

The Planning and Zoning Commission recommended approval of this request on October 16, 2023.

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District for a Medical Center (Ordinance No. 8738), in part, and O-1, Office District, in part to PD, Planned Development District for a Medical Center and Hospital with a base zoning of O-2, Office District subject to conditions A through D.

Conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "B".

B. That this property shall be subject to the regulations of the O-2, Office District, except as otherwise stated below.

C. That the parking shown on Exhibit "B" shall be considered illustrative, with the minimum number of parking spaces required determined by Section 11-1-6.02 of the City Code.

D. That Ordinance 8738 shall be repealed.

Letters of Objection:

As of November 2, 2023, staff has received no letters of objection for this request.

Attachments:

Application
Survey (Exhibit A)
Site Plan (Exhibit B)
Renderings (Illustrative Only)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 23.93-ACRE TRACT OF LAND OUT OF SECTION 27, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A MEDICAL CENTER AND HOSPITAL, IN PART, AND O-1, OFFICE DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A MEDICAL CENTER AND HOSPITAL (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF KENT STREET AND WEST MICHIGAN AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 23.93-acre tract of land out of Section 27, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to PD, Planned Development District for a Medical Center and Hospital 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 Medical Center and Hospital, in part, and O-1, Office District, in part, to PD, Planned Development District for a Medical Center and Hospital.

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 O-2, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A/B" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "B".

B. That the parking shown in Exhibit "B" shall be considered illustrative. The minimum number of off-street parking spaces shall be determined by Section 11-1-6.02 of the City Code.

C. That Ordinance No. 8738 is hereby repealed.

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:

_____
Cristina Burns, Director of Development Services

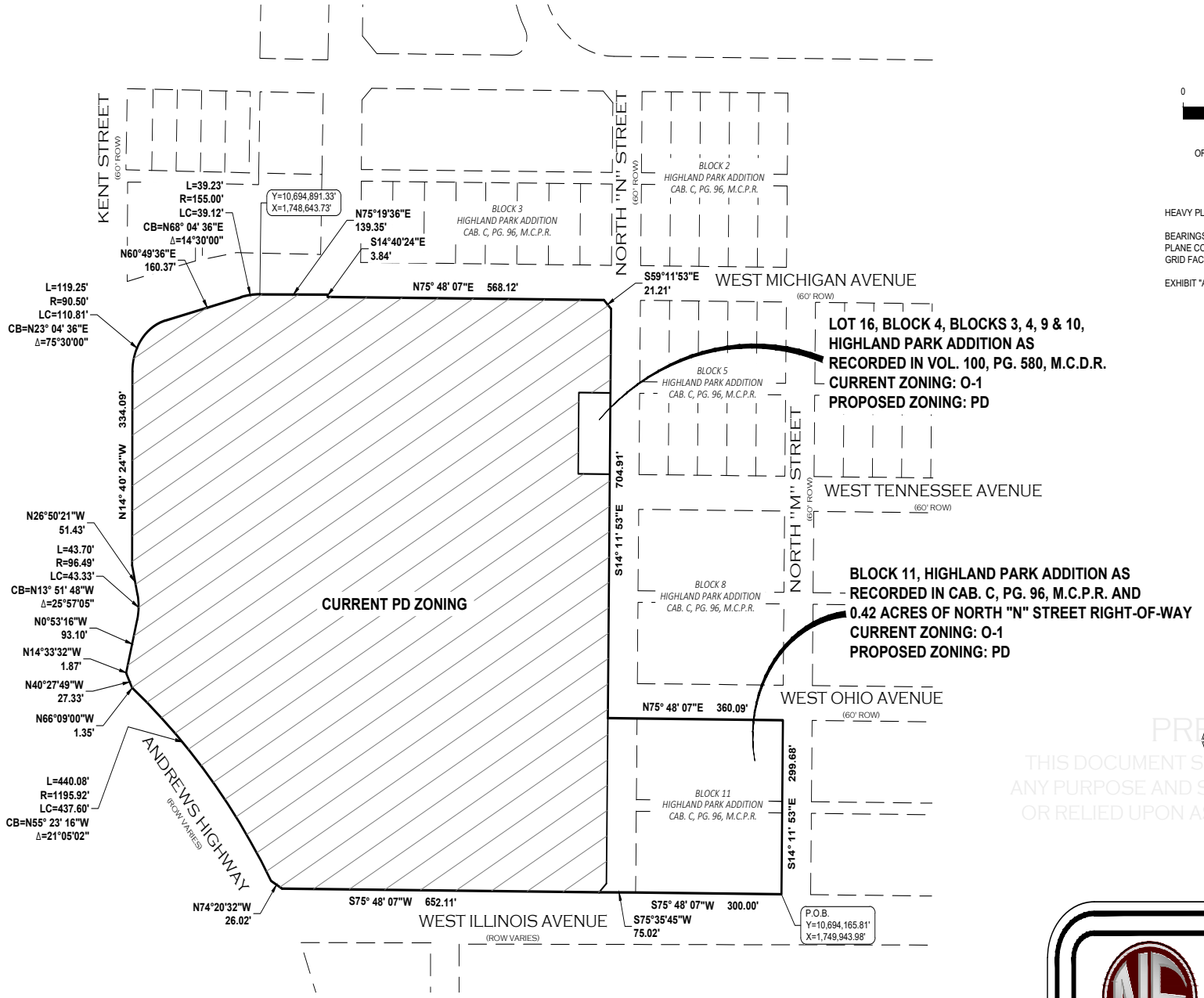
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

ZONING EXHIBIT OF

A 23.93 ACRE TRACT

LOCATED IN SECTION 27, BLOCK 39, T-1-S, T&P RR. CO. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS.



GRAPHIC SCALE

0 200' 400'

(IN FEET)

ORIGINAL PLOTTED AT A SCALE OF 1"=200'
ON 11" x 17" PAPER

HEAVY PLOTTED LINES INDICATE LIMITS OF SURVEY.

BEARINGS AND DISTANCES ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE. COMBINED GRID FACTOR OR 0.999901786 AND A THETA ANGLE OF -00°54'32".

EXHIBIT "A" ACCOMPANIES THIS EXHIBIT.

STATE OF TEXAS
REGISTERED
DOW E. KELLY
5707
PROFESSIONAL
LAND SURVEYOR

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.

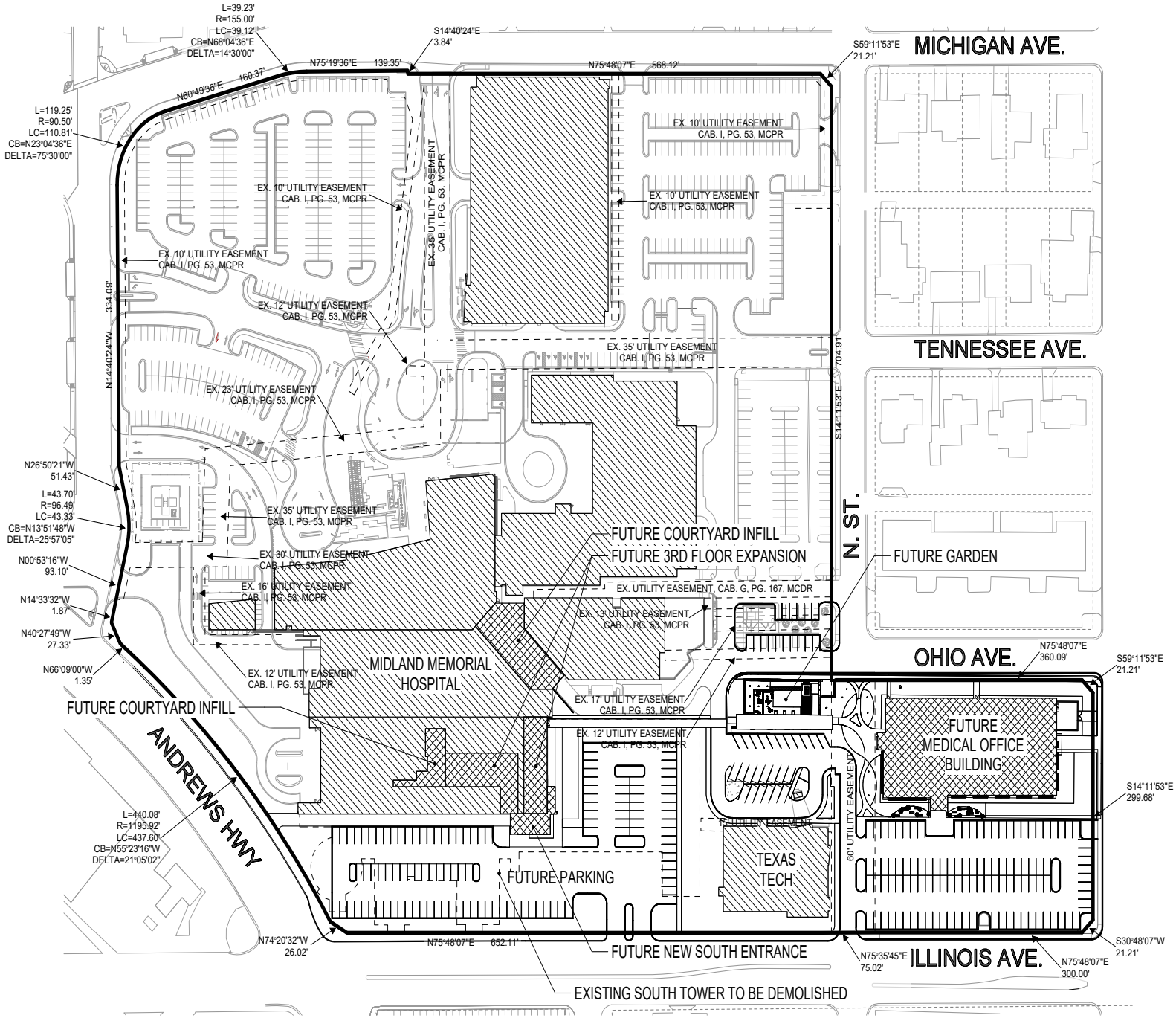
PACKET

EXHIBIT "A"

NEWTON ENGINEERING, PC
4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499
F-13856
F-10194809
2481 E. 2nd St.
Odessa, Texas 79761
(432) 935-0707

Prepared For: MIDLAND COUNTY HOSPITAL DISTRICT | Job No: 22-ME12291

December 12, 2023



1 MASTER PLAN
SCALE: 1" = 60'-0"

MIDLAND HEALTH

PACKET

MIDLAND MEMORIAL HEALTH
MASTER PLAN
AUGUST 2023

32.10

December 12, 2023

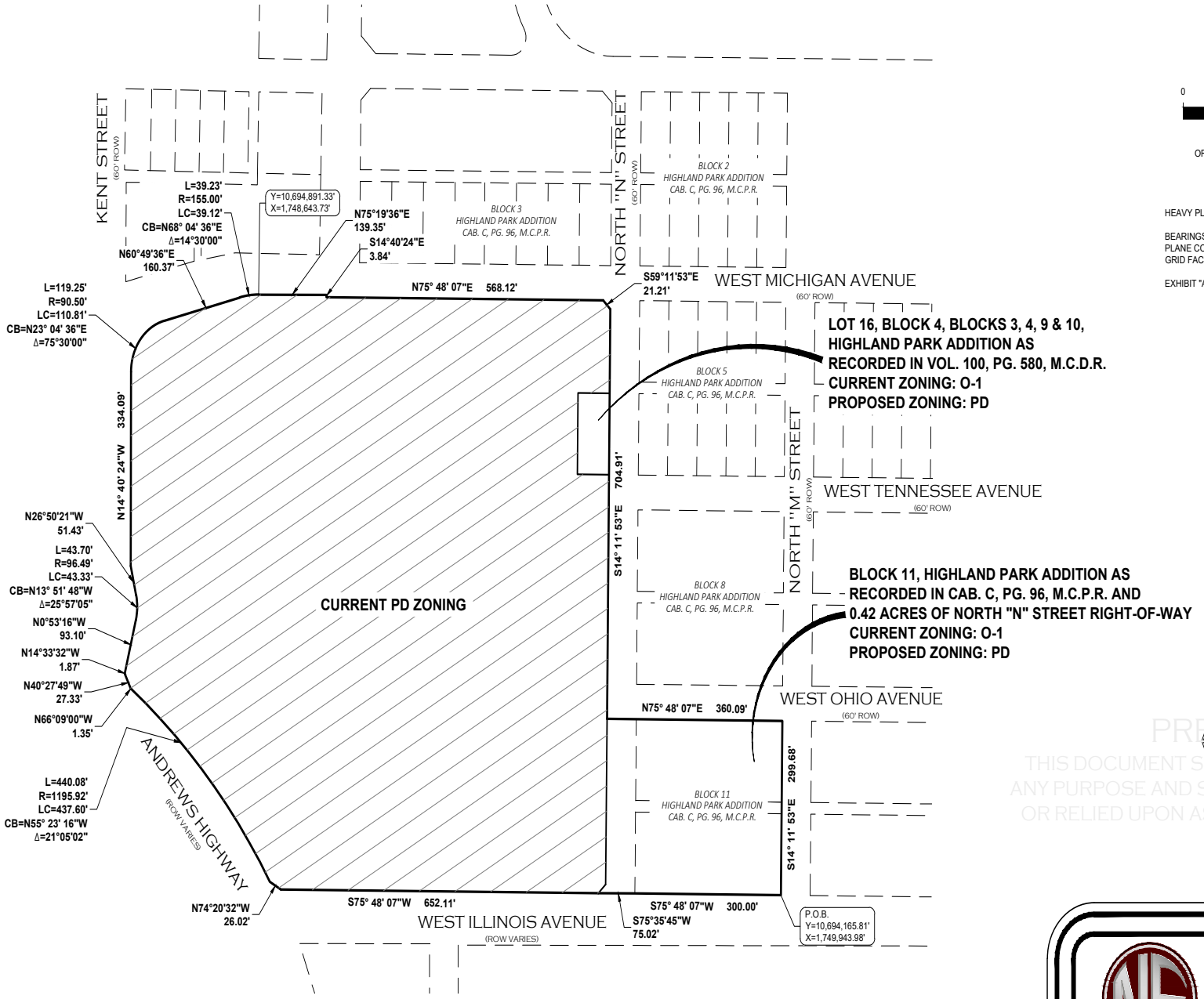
jsa architects

EXHIBIT "B"

ZONING EXHIBIT OF

A 23.93 ACRE TRACT

LOCATED IN SECTION 27, BLOCK 39, T-1-S, T&P RR. CO. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS.



GRAPHIC SCALE

0 200' 400'

(IN FEET)

ORIGINAL PLOTTED AT A SCALE OF 1"=200'
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HEAVY PLOTTED LINES INDICATE LIMITS OF SURVEY.

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EXHIBIT "A" ACCOMPANIES THIS EXHIBIT.

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REGISTERED
DOW E. KELLY
5707
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY
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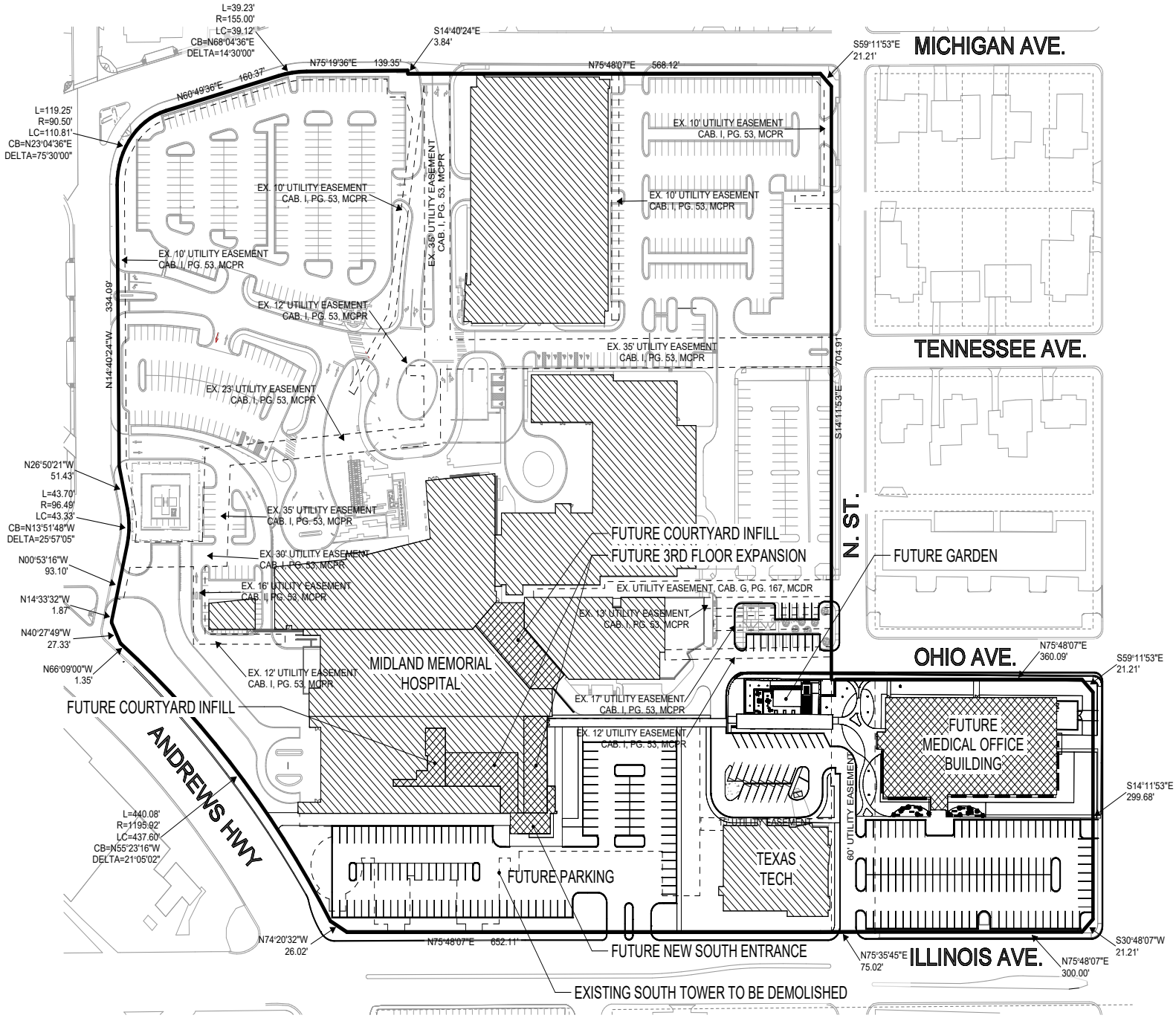


1 MASTER PLAN
SCALE: 1" = 60'-0"







MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-23-0342

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland County Hospital District		Phone ( ) Email	
Address 2200 W. Illinois Avenue	City Midland	State Tx	Zip 79701

Property Owner Printed Name: Same as applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: Kyle L. Newton, PE, SIT		Phone (432) 935-0707 Email kyle@newtoncivil.com	
Address 4501A Santa Rosa Drive	City Midland	State Tx	Zip 79707

Street Address: See Attachment 'A'

Legal Description See Attachment 'A'
Lot: Block: Subdivision:

Current Zoning: O1	**Proposed Zone:** PD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: As directed by planning department to make zoning consistent with the main hospital campus.

Present Use of Property: Parking

Proposed Use of Property: Parking/New Professional Office Building

How would this zone change affect the public health, safety and welfare? No adverse affect

Describe how conditions affecting the property have changed since present zoning designation: No changes

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: 8/10/23
Applicant (printed): Stephen Bowman (President/CEO - Midland Memorial Hospital)	
Property Owner (signature):	Date: 8/10/23
Property Owner (printed): Stephen Bowman	

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 Kyle Newton who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Midland County Hospital District 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.

Kyle Newton
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of August, 2023, to certify which witness my hand and seal of office.

JUDY LYNN PEREZ
Notary ID #131479345
My Commission Expires
March 18, 2026

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1563	
Received By: Landon Ortega	Date: SEP 05 2023

****Application will not be considered for scheduling until reviewed by a planner.****

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Debbie P. Reese	Date: 8/10/2023
Applicant (printed): Debbie P. Reese	
Property Owner (signature): Debbie P. Reese	Date: 8/10/2023
Property Owner (printed): Debbie P. Reese	

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 Kyle Newton who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Debbie Parchman Reese, 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.

Kyle Newton
Authorized Agent (*signature*)

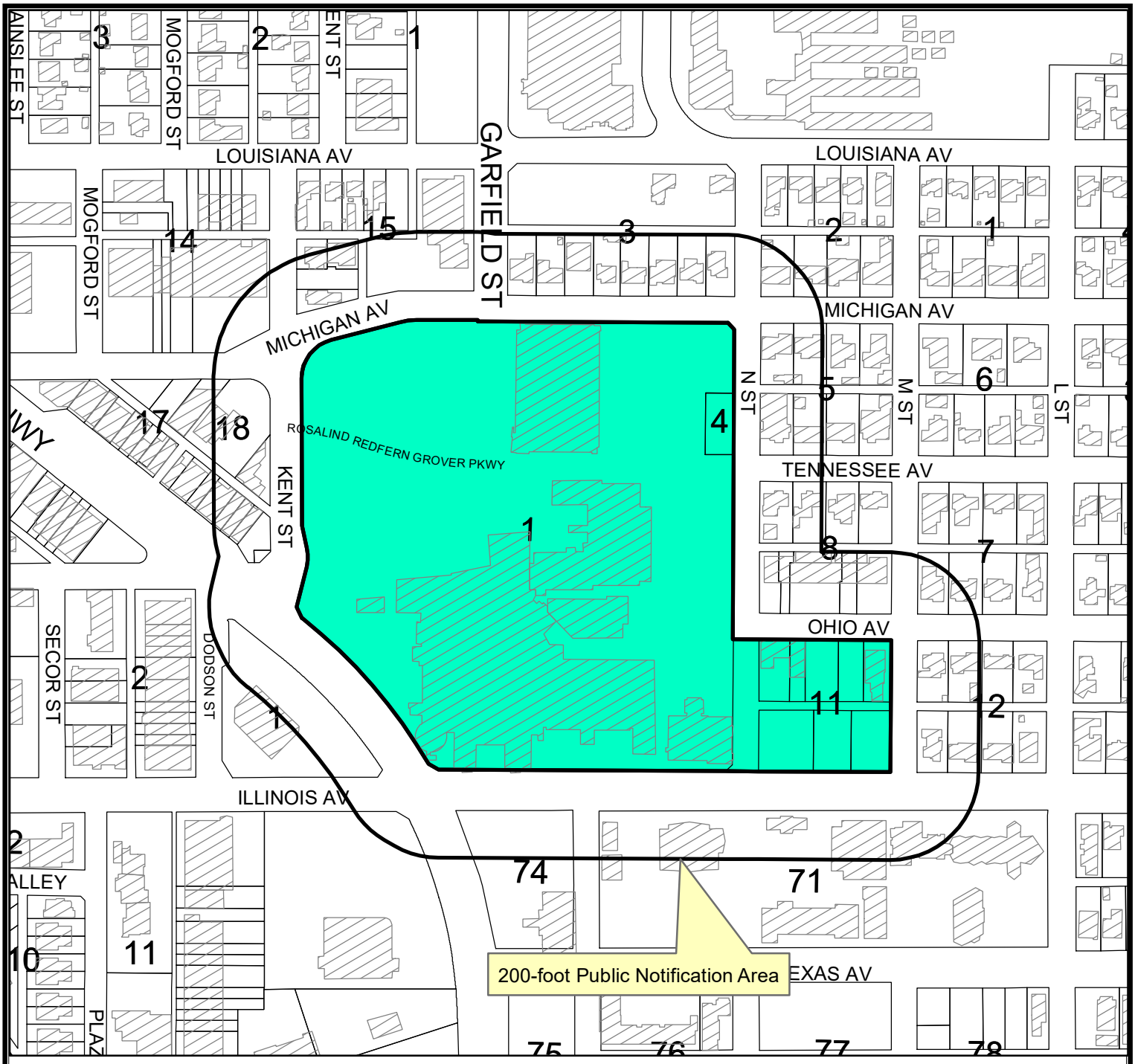
Subscribed and sworn to before me, this 21 day of August, 2023, to certify which witness my hand and seal of office.

JUDY LYNN PEREZ
Notary ID #131479345
My Commission Expires
March 18, 2026

Judy Lynn Perez
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1563	
Received By:	Date: SEP 05 2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

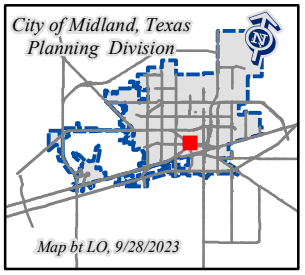
Z-23-0342 **Scale: 1" = 3,895'**

Consider a request by Midland County Hospital District and Debbie Reese for a Zone Change from, PD, Planned Development District for a Medical Center and Hospital, in part, and O-1, Office District, in part, to PD, Planned Development District for a Medical Center and Hospital on a 23.93-acre tract of land out of Section 27, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

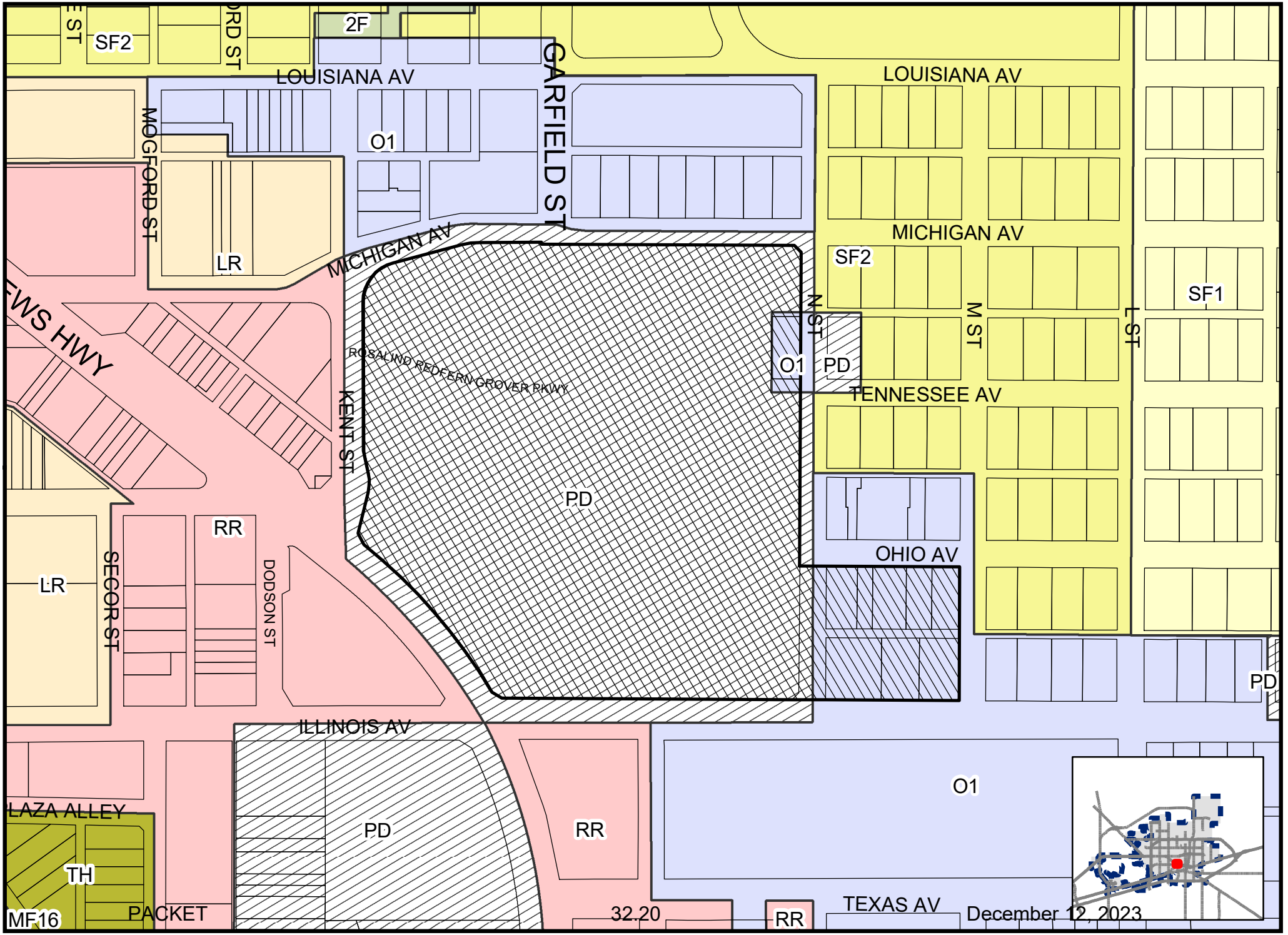
Generally located on the southeast corner of Kent Street and West Michigan Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 9/28/2023

Z-23-0342

Scale: 1" = 3,233'

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.









ORDINANCE NO. 8738

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 25.06-ACRE TRACT OF LAND LOCATED IN SECTIONS 27 AND 28, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, IN PART, PD, PLANNED DISTRICT FOR AN OFFICE CENTER, IN PART, PD, PLANNED DISTRICT FOR A MEDICAL AND HOSPITAL DISTRICT, IN PART, AND LR-2, LOCAL RETAIL DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A MEDICAL AND HOSPITAL DISTRICT (GENERALLY LOCATED NORTH OF WEST ILLINOIS AVENUE AND SOUTH OF WEST MICHIGAN AVENUE AND EAST OF ANDREWS HIGHWAY AND KENT STREET AND WEST OF NORTH "N" STREET); SAID TRACT WILL INCLUDE 2.77-ACRES OF VACATED STREET AND ALLEY RIGHTS-OF-WAY (GENERALLY DESCRIBED AS GARFIELD STREET FROM MICHIGAN AVENUE TO OHIO AVENUE; OHIO AVENUE FROM GARFIELD STREET TO ANDREWS HIGHWAY; TENNESSEE AVENUE FROM "N" STREET TO GARFIELD STREET; THE EAST-WEST ALLEY IN BLOCK 4, HIGHLAND PARK ADDITION; AND THE NORTH-SOUTH ALLEY IN BLOCKS 15 AND 16, GARDENS ADDITION) PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN, AND EXPRESSLY REPEALING ORDINANCE NOS. 5261 AND 5576; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the

PLANNING AND ZONING COMMISSION

June 1, 2009

CASE: Z-09-007.

REQUEST: Consider a request for a zone change from LR-2, Local Retail District; O-1, Office District; PD, Planned District for an Office Center; and PD, Planned District for a Medical Center and Hospital to PD, Planned District for a Medical Center and Hospital (including a heliport).

APPLICANT/OWNER: Midland County Hospital District.

LEGAL DESCRIPTION: All of Midland Memorial Hospital, Section 1; Lots 1 – 15, Block 4, and the Memorial Hospital Tract, Highland Park Addition; Lots 1 – 8 and Lots 12 - 15, Block 16, Lot 13 and 14, and the remainders of Lot 12 & 15, Block 15, A Sub-Division of Blocks 15 & 16 Gardens Addition; the 2.339-acre remainder of Block 31, The Gardens Addition; a 0.546-acre tract of land out of Section 27, Block 39, T-1-S, T & P RR Co. Survey; and 2.77-acres of vacated street and alley rights-of-way, City and County of Midland, Texas.

LOCATION: Generally bound by W. Illinois Avenue, Andrews Highway, Kent Street, W. Michigan Avenue and "N" Street.

ASSOCIATED CASE: P-08-089, Midland Memorial Hospital, Section 2.

DETAILS OF REQUEST:

1. Midland citizens recently approved a bond to finance the expansion of Midland Memorial Hospital. The land occupied by the existing hospital is zoned Planned District for a Medical Center and Hospital. The expansion area includes land that is zoned O-1 District, Planned District for an Office Center and LR-2 District. Since a detailed development plan has been prepared, they have elected to request a zone change that would place all of their land within a single zoning ordinance. This will aid in the administration of the zoning. The application includes exhibits illustrating a plan view and three elevation views. Another exhibit shows a potential landscaping plan, but it is included only for illustrative purposes. This new facility will also include a landing area for medical helicopters. Also scheduled on the June 1st agenda is an application to replat all of their property into a single lot.

ANALYSIS:

2. Exhibit A illustrates all of the land the District has acquired and the existing hospital building. The principal additions include a medical tower with an initial height of seven stories, but with a potential of 10 stories; a parking garage with up to five stories; additional surface parking; and a heliport. The proposed expansion requires the vacation of several portions of right-of-way, including Garfield Street, Tennessee Avenue and two alleys. Southbound traffic on Garfield Street is planned to be routed westward along Michigan Avenue, where it can continue westward or southward on Kent Street, to Andrews Highway. The associated plat will dedicate additional right-of-way for Michigan and Kent to accommodate the rerouted traffic. The staff has reviewed the associated traffic pattern, and we are satisfied that this plan will maintain safe and efficient traffic flow around the hospital. The Fire Marshal's office reviewed the initial site plan, and recommended several changes to enhance accessibility to the building in the event of fire and rescue services are needed. The attached site plan includes those recommended changes.

   The seven-story patient tower will abut north side of the existing hospital, thereby joining the two structures into a single building. The new tower will also connect to the existing medical building at the southeast corner of Garfield Street and Tennessee. Exhibit A indicates that three additional stories may be added to the tower at some future date. An existing service entrance on Kent Street will be maintained. Just north of the service entrance is the heliport. The Zoning Code lists a specific use permit for a heliport, but since the rezoning is to a planned district, the same level of review can occur. Section 13-4 of the City Code includes a list of definitions and regulations pertaining to heliports. Of the four types of heliports defined, the "helistop-limited use" definition best describes the proposed heliport. This section of the Code is very technical, and establishes requirements for the minimum clear area, approach angles, fueling and fire safety. It also requires approval by the Airport Planning Board and the Director of Aviation. We recommend that the design, construction and operation conform to all regulations of the City Code and the Federal Aviation Administration.

   The applicant has submitted a 34-page parking analysis from an engineering firm that specializes in parking studies. Midland's Zoning Code currently states that one parking space is needed for every three hospital beds. The staff is convinced that this standard is out of date, and does not provide sufficient parking to meet today's requirements. Hospitals are very labor intensive, and require more parking than our Code specifies. Many cities require between 1.5 and 2 spaces for each bed. Because of the services offered in a modern hospital, parking based on a patient bed count does not provide an accurate account of required parking. The parking study provided

by the applicant goes into great detail regarding current parking availability and anticipated parking demand. This engineering firm conducted a parking study on Wednesday, January 14th, 2009. On this day, the peak parking demand occurred at 11:00 a.m. when 990 vehicles were parked in the existing 1,217 available spaces (including 181 on-street spaces). The occupancy level was 81.3 percent (a surplus of 138 spaces). The report states that from a practical standpoint, a 90 percent occupancy for patient and visitor parking and 95 percent occupancy for employee parking are considered effectively full. The report states that by 2012, when the project would be complete, there would be a parking space deficit of 440 spaces due to the added floor area; a displacement of 122 existing spaces due to the expansion; and an addition of 115 new surface spaces. Therefore, there will be a need for 447 additional spaces. The three-level parking garage will add 456 spaces, and it can be increased to a maximum of five levels. In summary, we are satisfied that the parking demand will be met with the additional surface and multi-level parking proposed with this plan.

3. Exhibits B and C illustrate the different elevation views of the proposed patient tower. The principal exterior building material will be glazing. Additionally, architectural metal panels and EIFS will be used. The maximum building height for the first phase will be 126 feet, with a maximum height of 174 feet for the second phase. Exhibit D shows elevations of the parking structure. Exterior building materials include concrete, glass and architectural metal panels. The staff is satisfied that the architectural elements and building materials will result is an attractive centerpiece for Midland's principal hospital. Exhibit E is a rendered landscape plan. This exhibit is for illustrative use only. A detailed landscape plan will be reviewed through the building permit process.

STAFF RECOMMENDATION:

We recommend approval of this request for a zone change on the above-described property to PD, Planned District for a Medical Center and Hospital, subject to the following conditions:

A. This property shall be subject to the regulations of the O-2. Office District.

B. That the development of this property for a hospital shall conform to the conditions shown on Exhibits A, B, C and D in all respects, except as otherwise stated below.

C. A Certificate of Occupancy shall not be issued for the hospital tower until the three-story parking garage is completed.

D. **The design and operation of the heliport shall comply with all regulations established by the City of Midland and the FAA. It shall only be used in association with the normal operation of the hospital.**

E. **The parking plan shown on Exhibit A shall be considered illustrative, with the minimum number of spaced required determined through the building permit process.**

F. **Ordinances 5261 and 5576 shall be repealed.**

Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Jim Compton, Senior Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A, B, C, D and E

Case Number: Z-09-007

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Midland County Hospital District — 432-685-4222
Applicant Name — Contact #s

2200 W. Illinois — Midland, Texas 79701
Address — Zip Code

(Same as Applicant)
Property Owner Name — Contact #s

Address — Zip Code

Parkhill, Smith & Cooper, Inc. — (432) 697-1447
Representative Name — Contact #s

1700 W. Wall, Ste 100, Midland, Texas — 79701
Address — Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision, or if unplatted, attach a Metes and Bounds description with surveyor's seal). Describe by tracts if more than one zoning district is requested: Being a 21.56 ac Replat of Midland Memorial Hospital Section 1, Lots 1-15, Block 4 and the Remainder of Blocks 9 & 10, Highland Park Addition, and Lots 1-8, 12-15, Block 16, Lots 12-15, Block 15, and the Remainder of Block 31, Gardens Addition, to the City of Midland, Texas

PRESENT ZONE: PDMC, PDOC, LR2, 01 REQUESTED ZONE: PDMC
(List by tracts if more than one district is requested)

Reason for Zone Change or PD Amendment: Preparation for construction of a new patient tower, parking garage, and site improvements

Present Use of Property: Hospital Campus

Proposed Use of Property: Hospital Campus

How will zone change affect the public health, safety and welfare? It will improve safety for pedestrians at hospital and the basic welfare of the community

Describe how conditions affecting the property have changed since present zoning designation: Proposal for a new patient tower.

Will a Specific Use Permit with Term for alcoholic beverages sales be needed: ___ Yes _X_ No

APPLICATION FEES:

- Single, standard zone change: **$400**. Multiple, standard zone change: add **$100** per district.
- Single PD, Planned District zone change: **$550**. Multiple PD proposal: add **$100** per district.

80% of fee will be refunded if no P&Z public hearing is called; if no City Council public hearing is called, then 30% of fee will be refunded.

- If a Traffic Impact Analysis is required, a fee of up to $500.00 will be assessed.

SITE PLAN SUBMITTALS *(if applicable)*:

16 copies of the PD site plan: X

Site Plan on a CD in .pdf and .jpg format: X

SIGNATURE *(by property owner only - authorized agent must sign affidavit below)*

Property Owner (signature): _____ Date: _____

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 Eric L. West, P.E. who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland County Hospital District 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.

Eric L. West
Authorized Agent (signature)

Subscribed and sworn to before me, this 3rd day of April, 20 09, to certify which witness my hand and seal of office.

Sheri Mullins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY
Rec'd By: JC Date: 4/28/09
Assigned: JC
For: P&Z On: 5/10/09 6/11/09

SHERI MULLINS
Notary Public, State of Texas
My Commission Expires
September 30, 2010

****Application will not be considered for scheduling until reviewed by a planner.****



Consider a zone change from LR-2, Local Retail District on Lots 1-8 and Lot 12 Block 16, and Lot 13 and the remainder of Lot 12, Block 15, A Sub-Division of Blocks 15 & 16 Gardens Addition; and Lots 1 - 3, Block 2, Midland Memorial Hospital, Section 1; from O-1, Office District on Lots 1 - 15, Block 4, Highland Park Addition; Lots 13 - 15, Block 16 and Lot 14 and the remainder of Lot 15, Block 15, A Sub-Division of Blocks 15 & 16 Gardens Addition; from PD, Planned District for an Office Center on Lot 1, Block 1, Midland Memorial Hospital, Section 1: from PD, Planned District for Medical Center and Hospital on the Memorial Hospital Tract, Highland Park Addition; the 2.339-acre remainder of Block 31, The Gardens Addition; and a 0.546-acre tract of land out of Section 27, Block 39, T-1-S, T & P RR Co. Survey, and 2.77-acres of vacated street and alley rights-of-way, City and County of Midland, Texas, to a PD, Planned District for a Medical Center and Hospital.

PROPERTY OWNER NOTIFICATION MAP

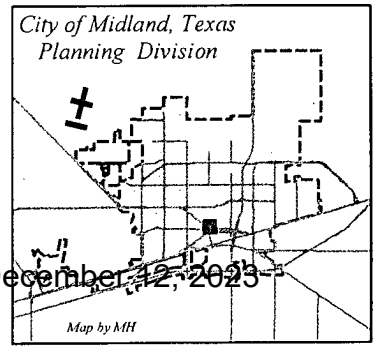
Z - 09 - 007

Scale: 1" = 250'

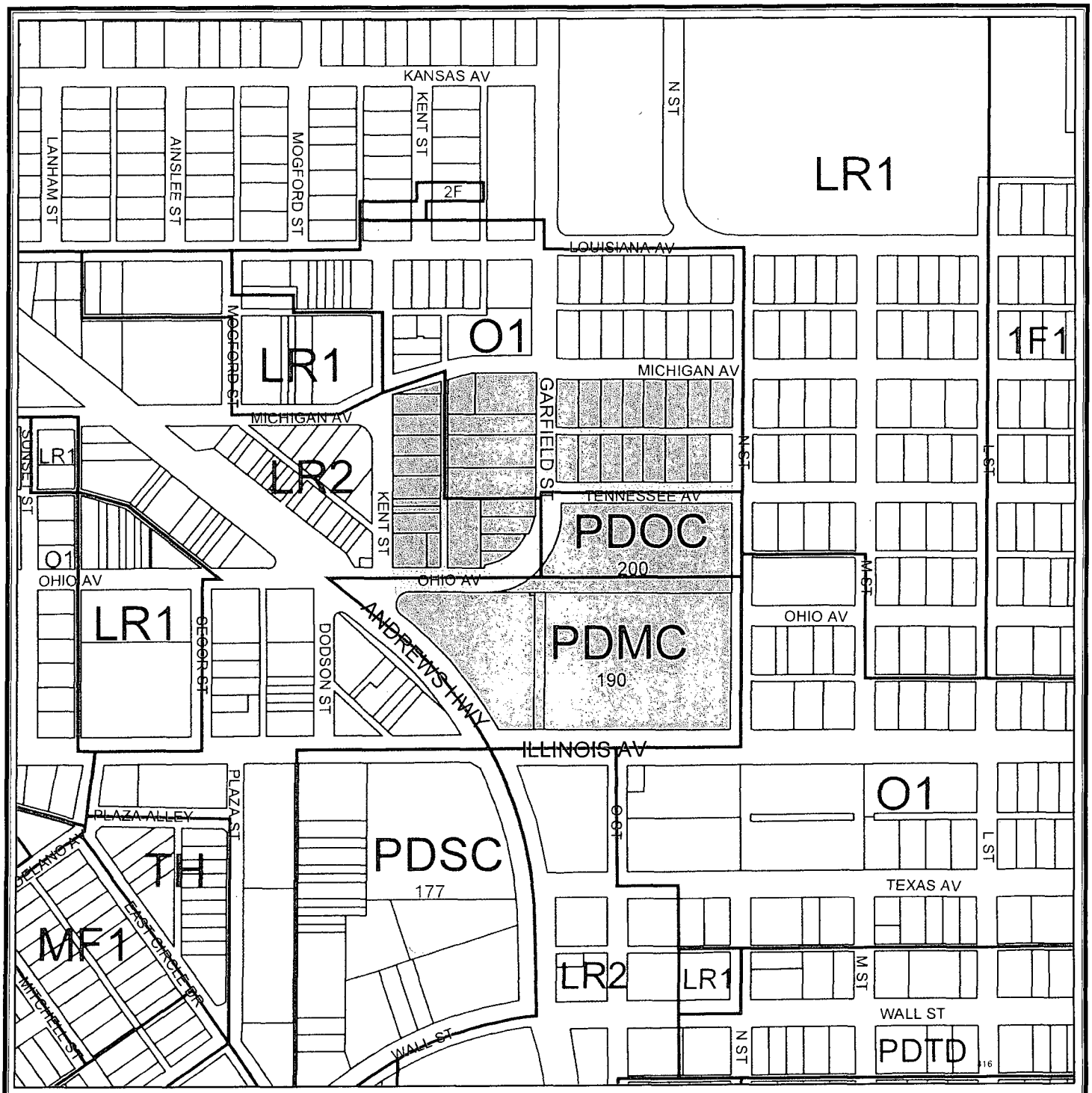
LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS
- VACATED RIGHTS-OF-WAY

City of Midland, Texas
Planning Division



Map by MH



ZONING MAP

Consider a zone change from LR-2, Local Retail District on Lots 1-8 and Lot 12 Block 16, and Lot 13 and the remainder of Lot 12, Block 15, A Sub-Division of Blocks *15 & 16 Gardens Addition;* and Lots 1 - 3, Block 2, Midland Memorial Hospital, Section 1; from O-1, Office District on Lots 1 - 15, Block 4, Highland Park Addition; Lots 13 - 15, Block 16 and Lot 14 and the remainder of Lot 15, Block 15, A Sub-Division of Blocks 15 & 16 Gardens Addition; from PD, Planned District for an Office Center on Lot 1, Block 1, Midland Memorial Hospital, Section 1: from PD, Planned District for Medical Center and Hospital on the Memorial Hospital Tract, Highland Park Addition; the 2.339-acre remainder of Block 31, The Gardens Addition; and a 0.546-acre tract of land out of Section 27, Block 39, T-1-S, T & P RR Co. Survey; and 2.77-acres of vacated street and alley rights-of-way, City and County of Midland, Texas, to a PD, Planned District for a Medical Center and Hospital.

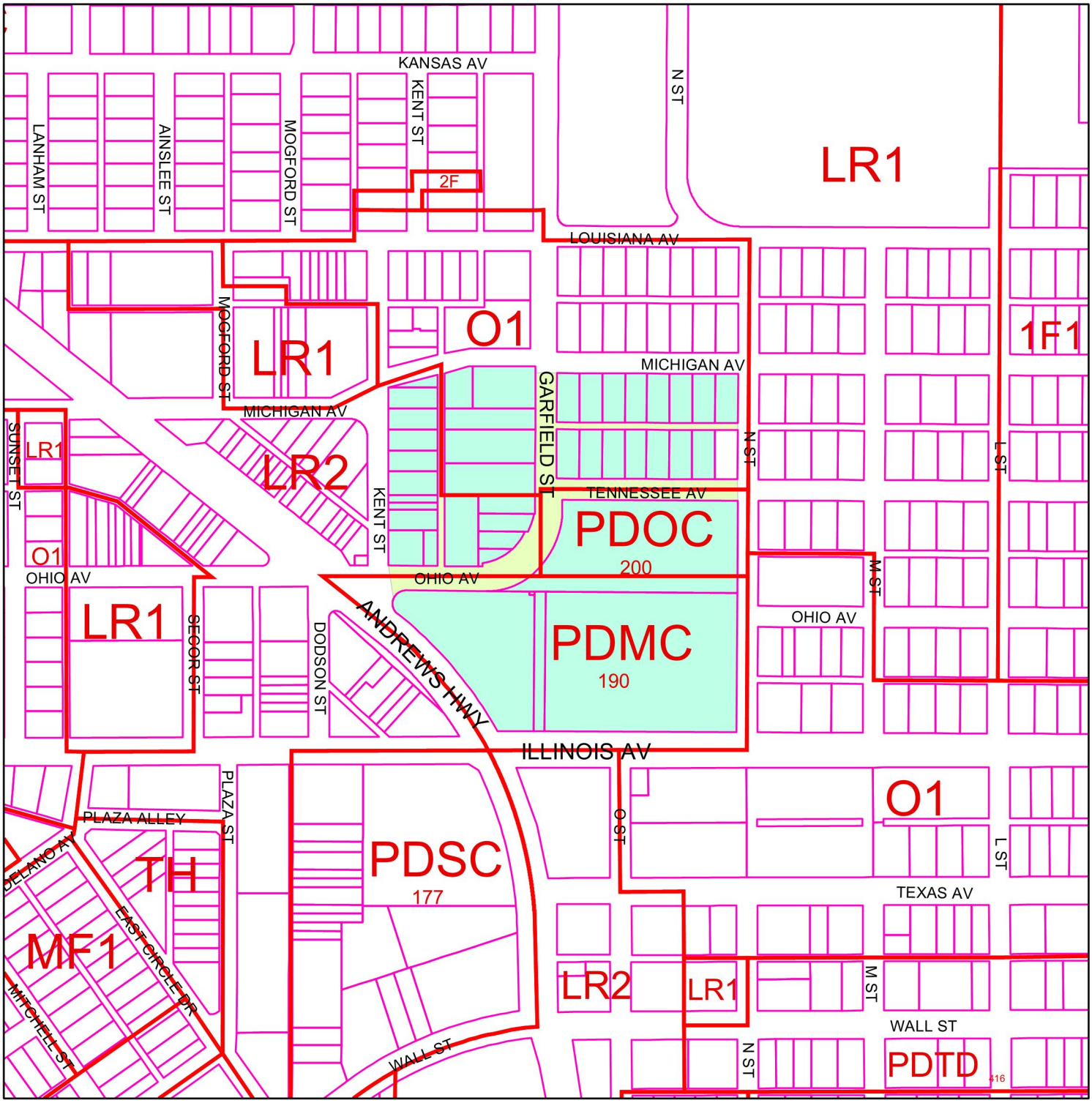
Z - 09 - 007 **LEGEND** **Scale: 1" = 400'**

ZONING PARCELS VACATED RIGHTS-OF-WAY

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	GR	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

N



ZONING MAP

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Z - 09 - 007 **LEGEND** **Scale: 1" = 400'**

ZONING | PARCELS | VACATED RIGHTS-OF-WAY

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	MR1, MR2, MR3	COMMERCIAL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
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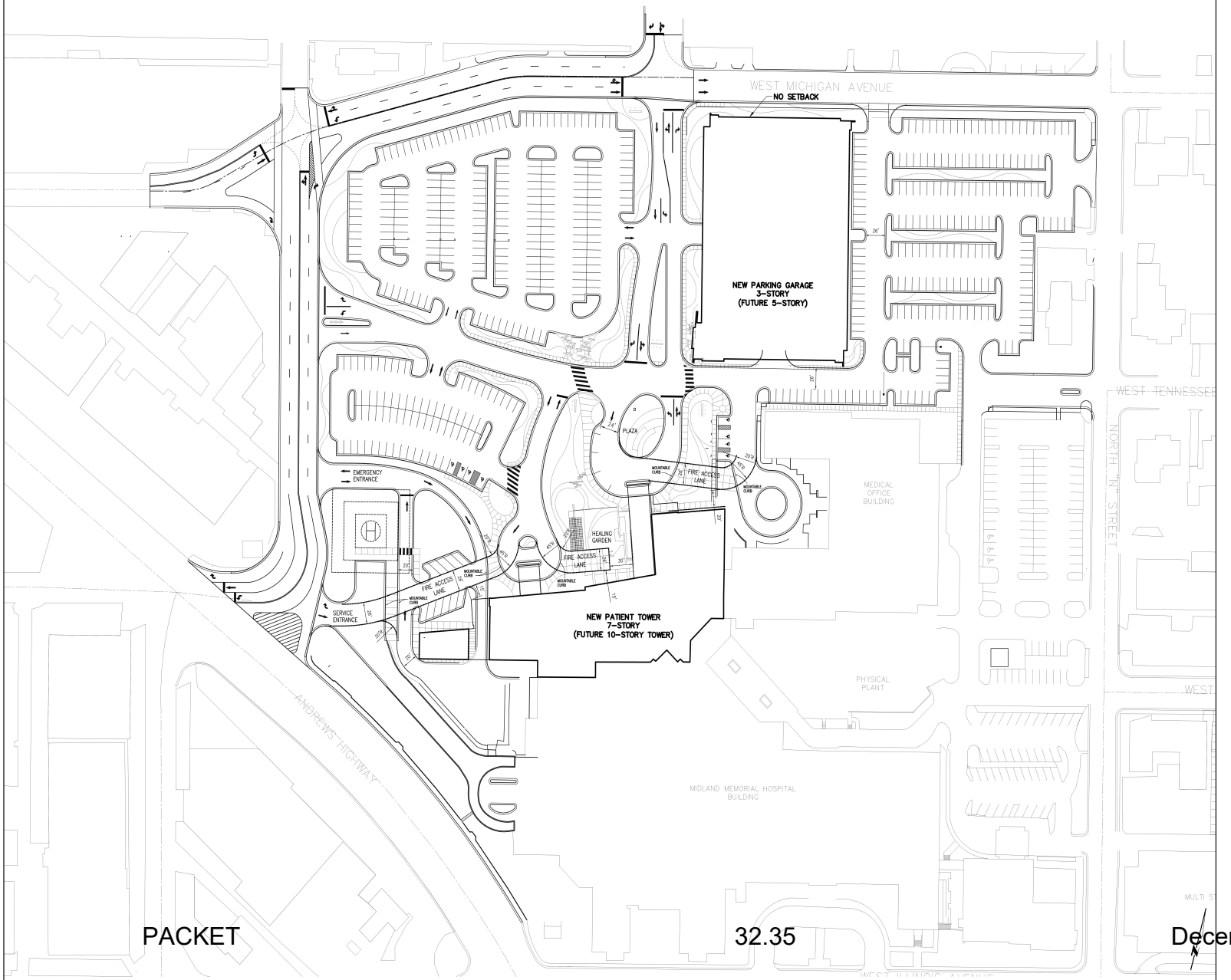


A1 SITE LAYOUT
1"=50'

PACKET 32.35 December 12, 2023

PERKINS + WILL

10100 North Central Expressway
Suite 300
Dallas, Texas 75231
t 214.283.8700
f 214.283.8701
www.perkinswill.com

MIDLAND MEMORIAL HOSPITAL EXPANSION

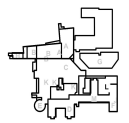
MMH
2200 W. Illinois Ave. Midland, Texas 79701

STRUCTURAL ENGINEER
L.A. FUESS PARTNERS, INC.
3333 LEE PARKWAY
SUITE 300
DALLAS, TX 75219
T: (214) 871-7010
F: (214) 969-0065

MECHANICAL/ELECTRICAL/PLUMBING ENGINEER
CCRD PARTNERS
3625 N. HALL STREET
SUITE 1300, LB 139
DALLAS, TX 75219
T: (214) 521-1661
F: (214) 521-1664

CIVIL ENGINEER
Parkhill, Smith & Cooper, Inc.
1700 West Wall Street
Suite 100
Midland, TX 79701
T: (432) 697-1447

PROJECT MANAGEMENT
ADAMS
1452 Hughes Road, Suite 200
Grapevine, TX 76051
T: (817) 410-5758
F: (817) 410-5759


KEYPLAN

NO	ISSUE	DATE

Sheet Information

Date	Project Issue Date
Job Number	05-9720-08
Drawn	RSK
Checked	TRS
Approved	ELW

Title

SITE LAYOUT

Sheet

Ex01

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I:\9720.08\CAD\01_CIVIL\Hospital_Site\Exhibits\new modification proposal 5.22.09\Ex01-9720.dwg, Ex01, , 5/26/2009 4:07:42 PM, eric, Bluebeam PDF9 Printer Highres.pc3, ANSI_E1_(30.00_X_42.00_Inches), 1:1





NOTES

1. THE FINAL LANDSCAPE PLAN WILL MEET OR EXCEED THE 10% LANDSCAPE AREA REQUIREMENT.
2. THE FINAL LANDSCAPE PLAN WILL MEET OR EXCEED REQUIREMENTS FOR PARKING LOT TREES AND STREET RIGHT OF WAY FRONTAGE TREES.

0 15 30 60

SCALE: 1"= 30'

3 APRIL, 2009

MIDLAND MEMORIAL HOSPITAL
MIDLAND, TEXAS

LANDSCAPE PLAN

PERKINS + WILL TalleyAssociates PSC

Planned District Medical Center (PD-MC)
MIDLAND MEMORIAL HOSPITAL

Legal Description of a 25.06 Acre Zoning Tract Located in Sections 27 and 28, Block 39, T-1-S, T. & P. RR. Co. Survey, City of Midland, Midland County, Texas

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,693,882.94' E= 1,749,081.08') the Southeast corner of Section 28 and the Southwest corner of Section 27, Block 39, T-1-S, based on the legal descriptions recorded in Volume 395, Page 37, Deed Records of Midland County, Texas, being a point on the South boundary line of this tract;

THENCE S75°48'07"W with the South line of said Section 28 within West Illinois Avenue, a distance of 158.84 feet to the intersection with the centerline of State Highway No. 158 being the most Southerly Southwest corner of this tract;

THENCE along the centerline of Andrews Highway or State Highway No. 158 being a 100 foot wide ROW recorded in Volume 55, Page 1, Deed Records, around a curve to the left in a Northwesterly direction with a radius of 1145.92 feet, a delta angle of 23°55'54", an arc length of 478.64 feet, and a chord length of 475.16 feet, which bears N53°57'57"W to a point of tangency of this tract and said State Highway No. 158;

THENCE N65°50'18"W with the centerline of said State Highway No. 158, a distance of 206.24 feet to the intersection with the centerline of West Ohio Avenue, being a 72 foot wide street comprised of the original 60 foot ROW dedicated by the Gardens Addition in Cabinet "D" Page 172, Plat Records of Midland County and a 12 foot strip dedicated in Volume 395, Page 37, Deed Records of Midland County, the most Westerly corner of this tract;

THENCE N75°19'36"E with the said centerline of said West Ohio Street a distance of 149.00 feet to the intersection with the centerline of Kent Street dedicated by plat of a Subdivision of Blocks 15 and 16, as recorded in Cabinet "C", Page 131, Plat Records of Midland County and an interior corner of this tract;

THENCE N14°40'24"W with the said centerline of said Kent Street, a distance of 558.33 feet to the intersection with centerline of West Michigan Avenue, as dedicated in Volume 470, Page 328, Page 329, and Page 331, Deed Records of Midland County and the Northwest corner of this tract;

THENCE N60°57'35"E with the said centerline of West Michigan Avenue based on the center of the existing curb and gutter, a distance of 287.29 feet to a point of deflection in said West Michigan Avenue;

THENCE N74°50'00"E continuing with the centerline of West Michigan Avenue, a distance of 198.81 feet to the intersection with the centerline of Garfield Street and near the common line of said Sections 27 and 28, being an exterior corner of said tract;

THENCE S14°25'34"E with the said centerline of Garfield Street, a distance of 17.67 feet to the intersection with centerline of West Michigan Avenue based on the plats of Highland Park as recorded in Volume 90, Page 45, and Volume 100, Page 580, Deed Records of Midland County, being an interior corner of this tract;

THENCE N75°48'07"E with said centerline of said West Michigan Avenue, a distance of 579.58 feet to the intersection with the centerline of North "N" Street based on the said plat of Highland Park and the Northeast corner of this tract;

THENCE S14°11'53"E with the centerline of said North "N" Street, a distance of 179.93 feet to an exterior corner of this tract;

THENCE S75°48'07"W with the centerline of an existing alley, a distance of 94.99 feet to an interior corner of this tract;

THENCE S14°11'53"E at 10.00 feet pass the Northwest corner of Lot 16, Block 4, Highland Park Addition, as recorded in said Volume 100, Page 580, Deed Records of Midland County, continuing with the West line of said Lot 16, and at 149.94 feet pass the Southwest corner of said Lot 16, continuing for a total distance of 179.93 feet to the intersection with the centerline of Tennessee Avenue based on the said plats of Highland Parkland an interior corner of this tract;

THENCE N75°48'07"E with the centerline of said Tennessee Avenue, a distance of 94.99 feet to the intersection with the said centerline of North "N" Street and an exterior corner of this tract;

THENCE S14°11'53"E with the centerline of said North "N" Street a distance of 752.19 feet to a point on the South boundary line of said Section 27 and the Southeast corner of this tract;

THENCE S75°48'07"W with the South boundary line of said Section 27 within the ROW of West Illinois Avenue, a distance of 575.99 feet to the Place of Beginning, containing an area of 25.06 Acres or 1,091,489 square feet.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.9998995, and a theta angle equal to -0°54'48.39" at U.S.C. & G. station "MIDLAND" with published values of Y= 10,690,154.70 and X= 1,746,696.78 in U.S. Survey Feet.

I, J. Stan Piper, Registered 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 ability as surveyed on the ground on various dates to June 16, 2009.

J. Stan Piper
Registered Professional Land Surveyor #1974

Prepared for:
Parkhill, Smith, and Cooper, Inc.
5214 Thomason Drive
Midland, TX 79703

PIPER SURVEYING COMPANY, BOX 60432, MIDLAND, TX 79711 (432) 550-7810

PACKET 32.38 December 12, 2020

Exhibit "D"

creation of a Planned District for a Medical and Hospital District, as 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 O-1, Office District, in part, PD, Planned District for an Office Center, in part, PD, Planned District for a Medical and Hospital District, in part, and LR-2, Local Retail District, in part, and it shall be used as an Planned District for a Hospital District, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

> A 25.06-acre tract of land located in Sections 27 and 28, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "D", which is attached hereto and incorporated herein.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That this property shall be subject to the regulations of the O-2, Office District, except as otherwise stated below.

2. That the development of this property for a hospital shall conform in all respects to the conditions shown on the site plan which attached hereto and incorporated herein as Exhibits "A", "B and "C".

3. That a Certificate of Occupancy shall not be issued for the hospital tower until the three-level parking garage is completed.

4. That the parking plan shown on Exhibit "A" shall be considered illustrative; the minimum number of required parking spaces shall be determined through the building permit process.

5. That the area indicated on Exhibit "A" for a heliport shall be considered as only showing the general location, and shall not be considered approval of a heliport as defined in Section 13-4 of the Midland City Code; no heliport shall be allowed until a specific use permit allowing such use is approved by the City Council.

6. That Ordinance Nos. 5261 and 5576 are hereby 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.

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 23rd day of June, A.D., 2009; and passed to second reading on motion of Council member Trost, seconded by Council member Dufford, by the following vote:

Council members voting "AYE": Trost, Dufford, Morales, Morgan, Perry, Hailey and James

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 Trost, seconded by Council member Hailey, on the 25th day of August, A.D., 2009, at a regular meeting of the City Council:

Council members voting "AYE": Trost, Hailey, Morales, Perry, Dufford and James

Council members voting "NAY": None

PASSED AND APPROVED THIS 25th day of August, A.D., 2009.

W. Wesley Perry, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Planned District Medical Center (PD-MC)
MIDLAND MEMORIAL HOSPITAL

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J. Stan Piper
Registered Professional Land Surveyor #1974

Prepared for:
Parkhill, Smith, and Cooper, Inc.
5214 Thomason Drive
Midland, TX 79703

PACKET

Exhibit "D"

City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: June 23, 2009

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-09-007, Zone Change

Purpose:

Hold a public hearing at 11:12 a.m. and consider an ordinance on a request by Midland Memorial Hospital District for a zone change from PD, Planned District for a Medical Center and Hospital, LR-2 District, O-1 District and Planned District for an Office Center to PD, Planned District for a Medical Center and Hospital.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

Midland Memorial Hospital District was recently successful in passing a bond issue to allow expansion of the hospital. The District has applied for a zone change that would consolidate the entire campus in a single zoning ordinance. The application includes site plans, Exhibits A, B and C.

Exhibit A illustrates the location of a proposed seven-story tower, but includes the option for ten stories. Also shown is a three-level parking structure that could be increased to five levels. Additional surface parking is proposed, as well as a heliport to accommodate medical helicopters. To reduce traffic through the campus, portions of Garfield Street, Tennessee and Ohio Avenues and two alleys must be vacated. A separate application to vacate these rights-of-way must also be approved. Exhibits B and C are renderings of the completed hospital and landscaping plan. Principle exterior materials include glazing, EIFS and architectural metal panels.

This development is subject to the City's landscaping ordinance, and a detailed landscaping plan must be approved before a building permit can be issued.

The heliport will eliminate the need to use Memorial Stadium for emergency helicopter landings. Heliports can be allowed by approval of a specific use permit. Section 13-4 of the City Code contains regulations applicable to heliports. Our report to the Planning Commission stated that we hoped to include approval of a heliport as part of the planned district zoning. However, heliport regulations are complex, and require approval from the FAA as well as the Airport Board and the Director of Airports. The Director, Marv Esterly, indicates that some of Midland's regulations appear to be inconsistent with the City Code, and local Code amendments may be needed. In order to prevent delays in rezoning, the applicant has agreed to delete the heliport from this application, other than to show a general location. At some future date, the Hospital District will apply for a separate specific use permit for a heliport. We agree with this proposal, and the attached ordinance includes this condition.

The Planning Commission voted unanimously to support this request. Some opposition was voiced regarding the vacation of streets and the potential of increased traffic on a portion of Tennessee Avenue. We concur with the Commission's recommendation for approval.

Attachments:

Exhibits A, B, C

Planning and Zoning Commission Meeting
Minutes from June 1, 2009

Z-09-007 - Hold a public hearing and consider a request by Midland County Hospital District for a *zone change* from LR-2, Local Retail District on Lots 1-8 and Lot 12, Block 16 and Lot 13 and the remainder of Lot 12, Block 15, a Sub-Division of Block 15 & 16 Gardens Addition; and Lots 1-3, Block 2, Midland Memorial Hospital, Section 1; from O-1, Office District on Lots 1-15, Block 4, Highland Park Addition; Lots 13-15, Block 16 and Lot 14 and the remainder of Lot 15, Block 15, A Sub-Division of Block 15 & 16 Garden Addition; from PD, Planned District for an Office Center on Lot 1, Block 1, Midland Memorial Hospital, Section 1; from PD, Planned District for Medical Center and Hospital on the Memorial Hospital Tract, Highland Park Addition; the 2.339-acre remainder of Block 31, T-1-S, T&P RR Co. Survey; and 2.77-acres of vacated street and alley rights-of way, City and County of Midland, Texas, to a PD, Planned District for a Medical Center and Hospital.

Chairman Bergman asked if the applicant was present.

Mr. Eric West with Parkhill, Smith, & Cooper, spoke on behalf of the applicant. He stated that Midland County Hospital District submitted a proposed site plan for the Midland Memorial Tower project. This site plan noted 2 new structures: (1) a 7-story patient tower, and (2) a 3-story parking garage along with a medical helipad. An extensive parking study was done along with a traffic analysis. The primary concern is minimizing thru traffic within the Hospital campus.

Mr. Compton presented the staff report. He explained that the Midland Memorial Hospital is expanding. The expansion area includes land that is zoned O-1 District, Planned District for an Office Center and LR-2 District. Since a detailed development plan has been prepared, the Hospital elected to request a zone change that would place all of their land within a single zoning ordinance. Staff recommended approval of the request for a zone change to PD, Planned District for a Medical Center and Hospital, subject to Conditions A - F.

Chairman Bergman opened the Public Hearing.

Ms. Mary Collier, Executive Director of Gifts of Hope and Hope House, spoke in support of the Hospital expansion and new zoning request.

Chairman Bergman asked if there was anyone opposed or needed additional information.

Ms. Virginia Estes, 2000/2002 W. Tennessee, protested that the parking garage would empty out onto Tennessee. She was told that Tennessee was going to be terminated on the east side at "N" Street and asked if there could be a cul-de-sac or some sort of blockage of traffic on the east side of Tennessee.

Cindy Klatt, 408 N. Pecos, had a house on Louisiana. She wishes the City would not close any streets.
Mr. West stated that the proposed site plan for the Hospital Tower is the most adequate and efficient location site for this construction. The hospital was trying to eliminate thru campus traffic that Tennessee was generating.

Chairman Bergman closed the Public Hearing.

Chairman Bergman called for a motion.

Mr. Carney made a motion for approval of the request subject to Conditions A - F. Mr. Wilton seconded the motion and the motion passed unanimously.

City Council Meeting

Item Number: 33

Meeting Date: November 14, 2023, December 12, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 52, BLOCK 31, LONE STAR TRAILS ADDITION, SECTION 5, CORRECTION PLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LONE STAR LANE AND BURNETT LANE), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Lilly Ochoa, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 4.09.A.1 - Residential District Dimensional Regulations Chart,* to allow for a reduced rear yard setback for an accessory structure.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Section 4.09.A.1 – Residential District Dimensional Regulations Chart shows that the rear setback for an accessory structure on a corner lot between 7,500 to 21,999 square feet is 15

feet. The property is approximately 12,066 square feet. Per the attached site plan, the structure is currently 7.4 feet from the rear property line.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments at this time.

Building: (Approved)

No issues. All future structures must adhere to the .2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Planning (Denied):

The accessory structure on the property was built without a permit. The home owner claims the contractor they hired did not apply for a permit without them knowing. A Stop-Work Order was issued for the structure and now they are applying for a Special Exception to resolve the issue regarding the rear yard setback of the structure. However, there is no hardship that would warrant the reduced rear yard setback.

Staff is recommending denial of this special exception, however, should it be approved, staff recommends that it be subject to conditions A and B.

Condition:

A. **That the minimum rear yard setback shall be 7.4 feet.**

B. **That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated**

herein for all purposes.

Letters of Objection:

Staff has one letter of objection as of November 3, 2023. The objection letter attached was sent out for the October 24, 2023 City Council meeting. However, the item was removed from that agenda due to new information about the property being discovered and adjustments to the legal description being made. Given the content of the letter, we have included it for this meeting.

Attachments:

Site Plan (Exhibit A)
Survey (Exhibit B)
Application
Maps
Ordinance No. 9223

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 52, BLOCK 31, LONE STAR TRAILS ADDITION, SECTION 5, CORRECTION PLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY A LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LONE STAR LANE AND BURNETT LANE), BY PERMITTING A REDUCED MINIMUM SETBACK; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property

described as Lot 52, Block 31, Lone Star Trails Addition, Section 5, CorrectionPlat, City and

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be 7.4 feet

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

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

Council members voting "AYE":

on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 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

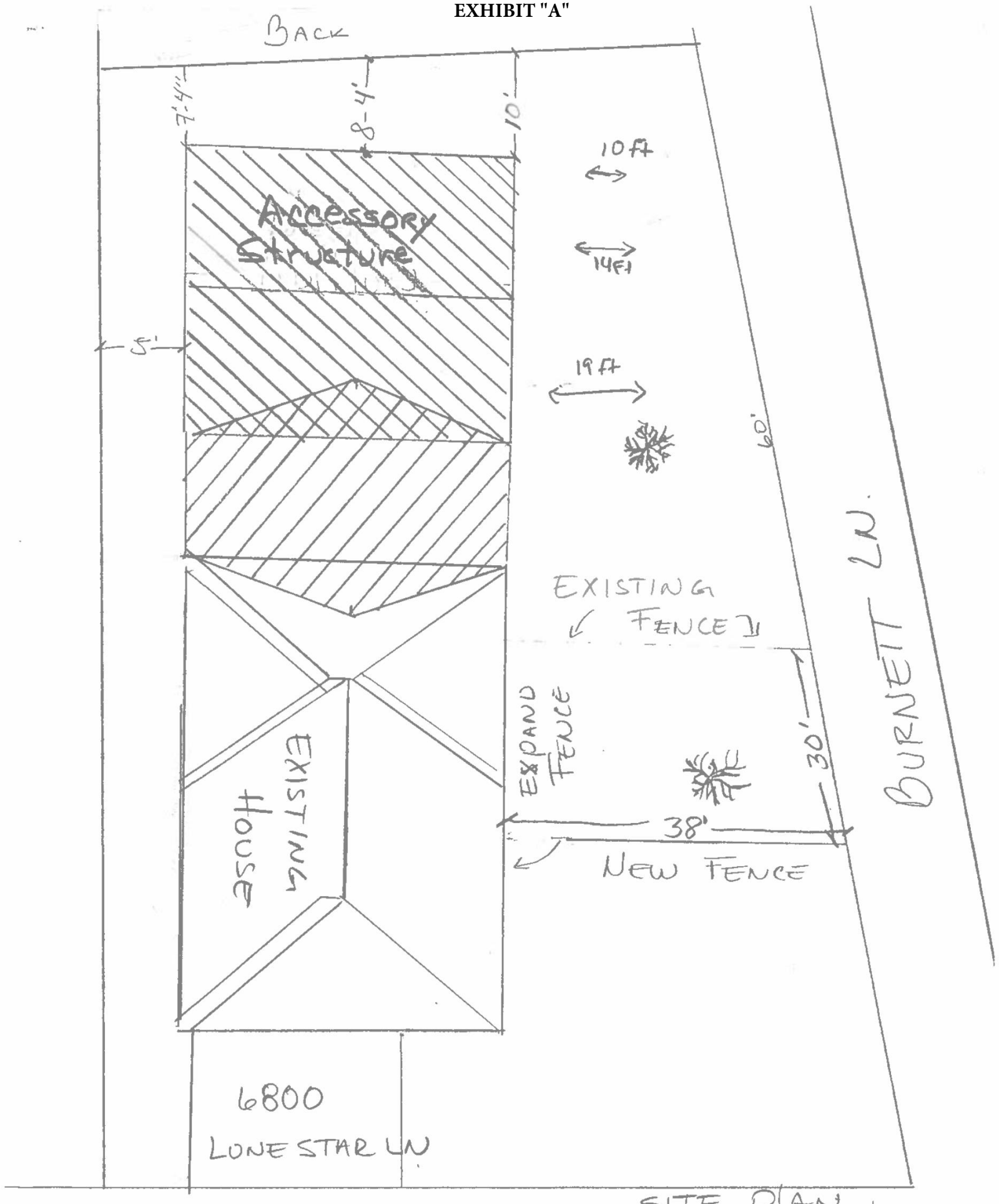
AND COMPLETENESS:

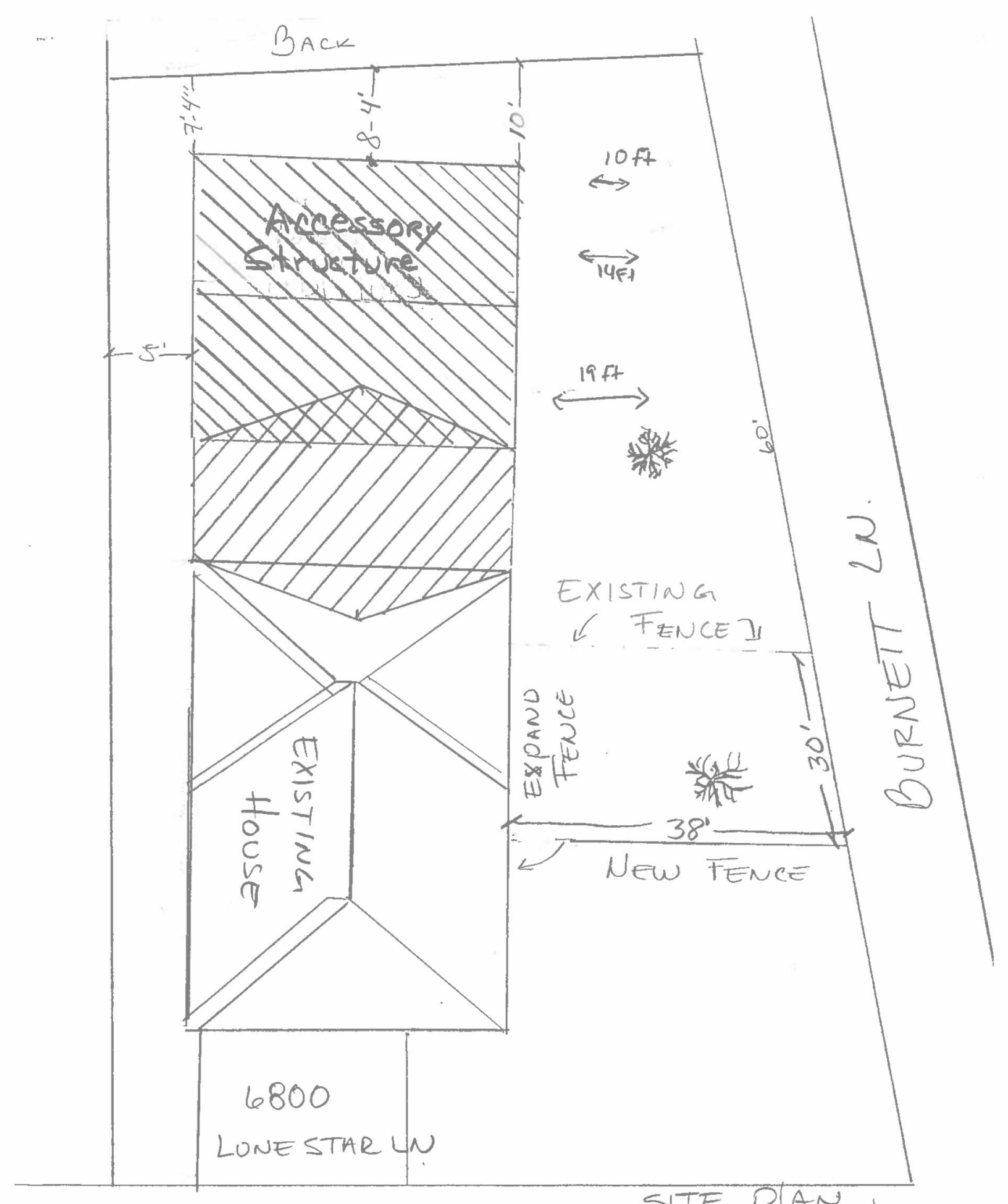
_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

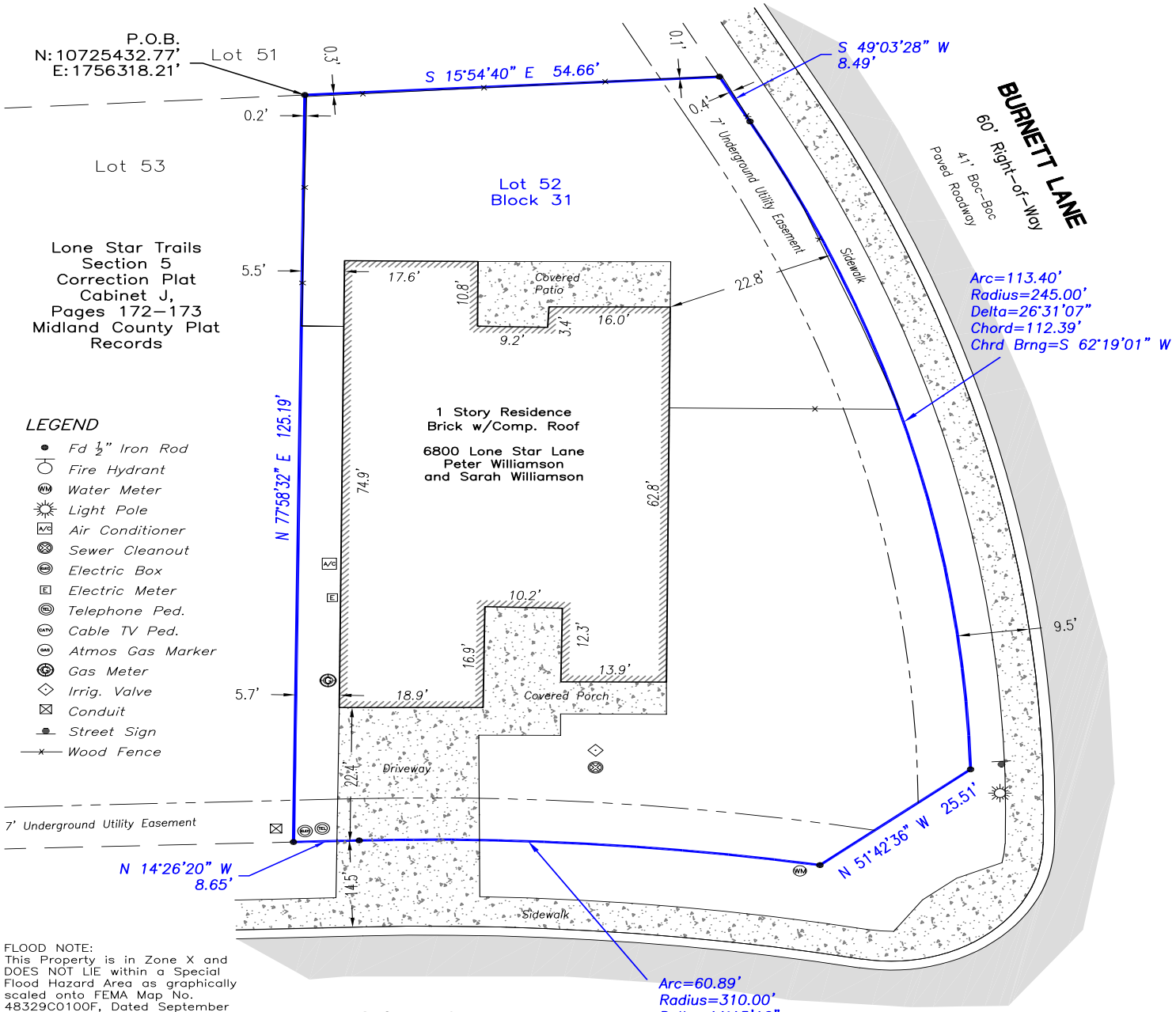
John Ohnemiller, City Attorney


BACK
7'-4"
8'-4"
10'
10 ft
14 ft
Accessory Structure
5'
19 ft
10'
EXISTING FENCE
EXPAND FENCE
30'
38'
NEW FENCE
BURNETT LN.
EXISTING House
6800
LONE STAR LN
SITE PLAN
FRONT
LONE STAR



FRONT LONE STAR

TITLE SURVEY OF LOT 52, BLOCK 31, LONE STAR TRAILS, SECTION 5, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.



LEGEND

- Fd ½" Iron Rod
- Fire Hydrant
- Water Meter
- Light Pole
- Air Conditioner
- Sewer Cleanout
- Electric Box
- Electric Meter
- Telephone Ped.
- Cable TV Ped.
- Atmos Gas Marker
- Gas Meter
- Irrig. Valve
- Conduit
- Street Sign
- Wood Fence

LONE STAR LANE
70' Right-of-Way
41' Boc-Boc
Paved Roadway

FLOOD NOTE:
This Property is in Zone X and DOES NOT LIE within a Special Flood Hazard Area as graphically scaled onto FEMA Map No. 48329C0100F, Dated September 16, 2005, Prepared for Midland County, Texas.

SURVEY BASED ON TITLE COMMITMENT GF NO. 171725 PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY ISSUED FEBRUARY 27, 2018 WITH AN EFFECTIVE DATE OF FEBRUARY 2, 2018. SCHEDULE B (survey related items): 10. a. Lone Star Trails homeowners association – SUBJECT TO c–j DOES NOT AFFECT k. Easements as shown on plat recorded in Cabinet J, Pages 172–173 of the Plat Records of Midland County, Texas. AFFECTS, SHOWN HEREON

I, Aaron S. Burrell, do hereby certify: This plat represents a legal survey made on the ground on March 14, 2018, by me, of the property legally described hereon. All information shown is true and correct to the best of my knowledge and belief.

Scale 1" =20'

29 March 2018

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

Page 1 of 1
2018–216

PACKET 33.10 December 12, 2023

MIDLAND Planning Division

Special Exception Application

Project Number: _____

Case Number: E-23-0108

Applicant *(if acting as Agent, see affidavit on page 2)*			
Printed Name: Lilly Ochoa		Phone (432) 556-0006 Email lillyochoa-02@yahoo.com	
Address 6800 Lone Star Ln	City Midland	State TX	Zip 79705

Property Owner			
Printed Name: Lilly Ochoa		Phone ( ) Email	
Address 6800 Lone Star Ln	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)*			
Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 6800 Lone Star Ln Midland, TX 79705

Legal Description
Lot: 52 Block: 31 Subdivision: Lone Star Trails

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☒ There are existing nonconforming structures in the area.
- ☒ The addition of architectural or other projections of a minor extent.

Reason for Request: I request your approval for a setback of 7.4 feet.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Lilly Ochoa	Date: 9.14.23
Applicant (printed): Lilly Ochoa	
Property Owner (signature): Lilly Ochoa	Date: 9.14.23
Property Owner (printed) : Lilly Ochoa	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

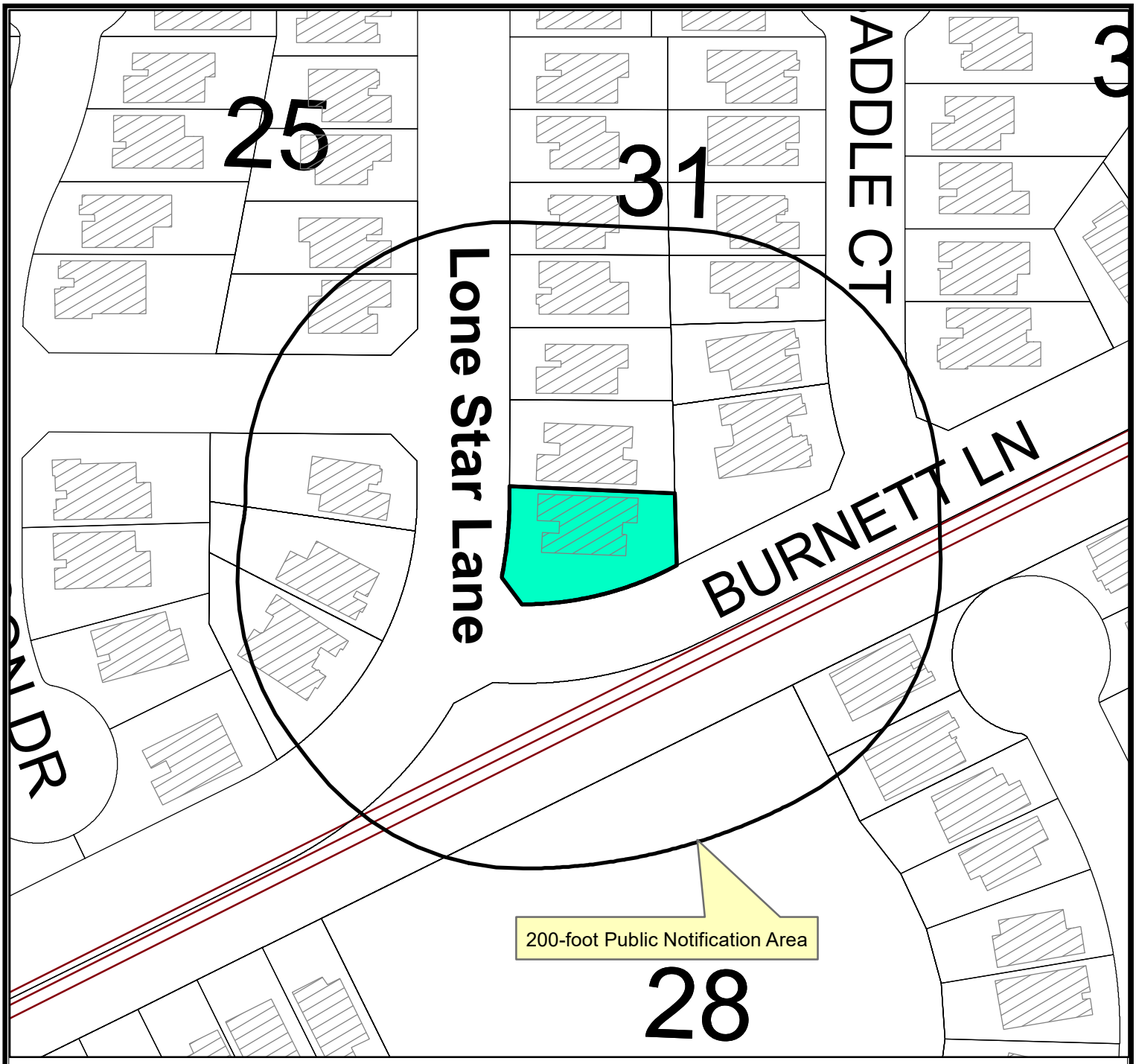
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 2314	
Received By: Landon Ochoa	Date: SEP 18 2023

LI: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

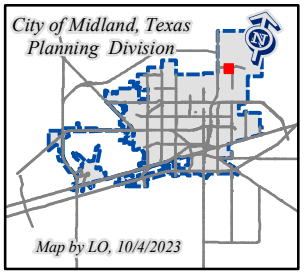
E-23-0108 **Scale: 1" = 1,298'**

Consider a request by Lilly Ochoa for a Special Exception from 4.09.A.1 – Residential Accessory Buildings and Uses, to allow a reduced rear yard setback for an accessory structure on Lot 52, Block 31, Lone Star Trails, Section 5 (correction plat), City and County of Midland, Texas.

Generally located northeast of the intersection of Lone Star Lane and Burnett Lane (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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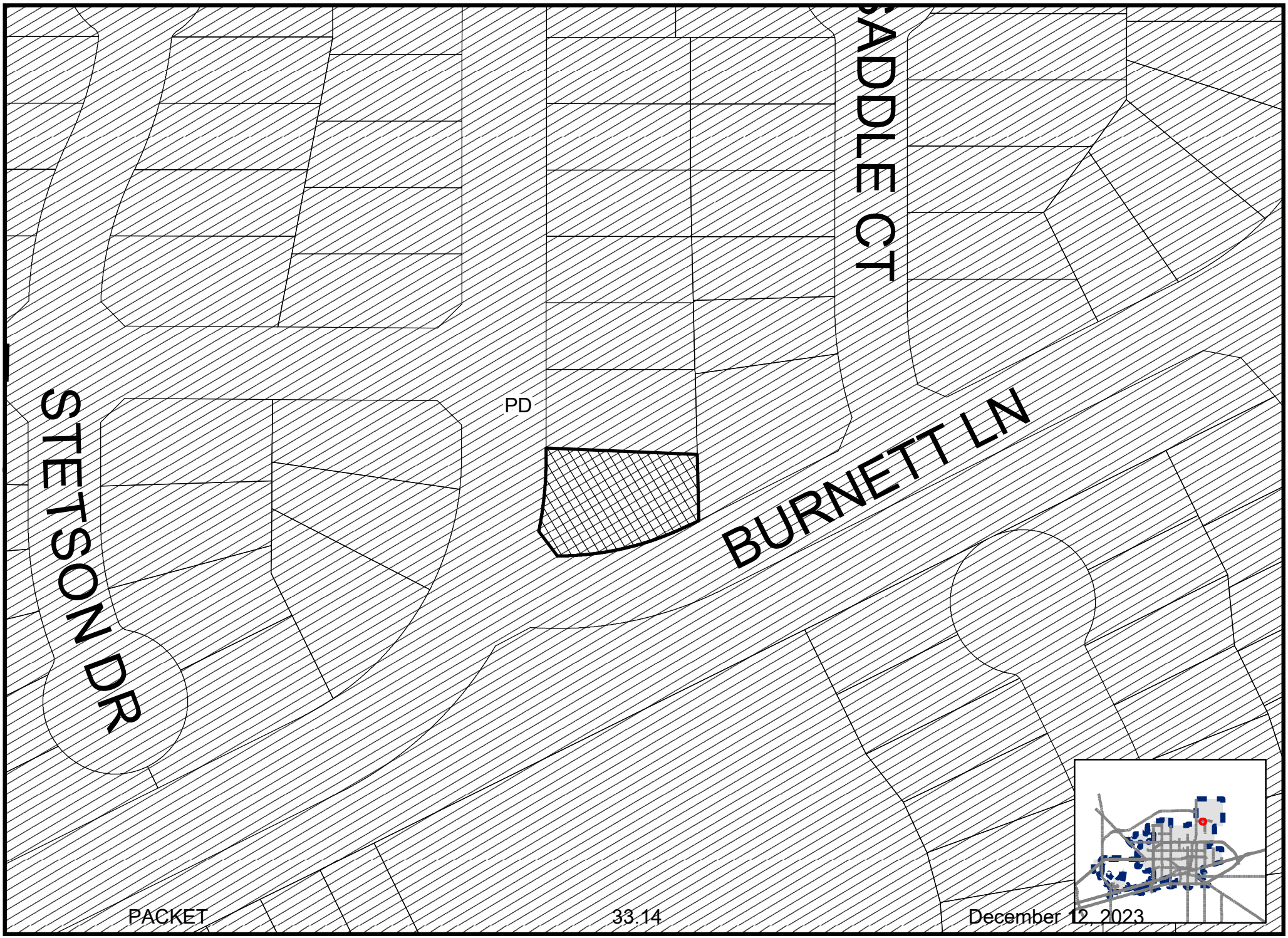
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 11/3/2023

E-23-0108

Scale: 1" = 1,196

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.


Google






Lone Star
STOP

ORDINANCE NO. 9223

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 302.19-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; BY PERMITTING A 15.83-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS AN O-1, OFFICE DISTRICT; SAID TRACTS BEING OUT OF SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 840 FEET NORTH OF ARAPAHOE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, and an O-1, Office District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

A 302.19-acre tract of land out of Section 12, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "B", which is attached hereto and incorporated herein.

Special Conditions and Restrictions:

1. That this planned district shall be developed only with single-family detached residences and permitted accessory structures.

2. That the minimum front yard setback shall be 20 feet. However, the standard reduction to 15 feet shall apply to cul-de-sacs, except that an overhead door to a garage must either be setback 20 feet, or the door must be perpendicular to the front lot line.

3. That the minimum side yard setback shall be five feet except that corner lots shall observe a 10-foot side yard setback.

4. That the minimum rear yard setback shall be 10 feet for one story homes, and 20 feet for two-story homes.

5. That the minimum front yard width shall be 20 feet.

6. That the minimum lot area shall be 5,500 square feet.

7. That the maximum building height shall be 38 feet.

8. That a minimum of two off-street parking spaces shall be provided for each lot.

9. That permitted signs shall conform to the Sign Code as it relates to single-family residential zoning districts.

10. That fence heights shall conform to the regulations for single-family residential zoning districts.

11. That all lot dimensions shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit "A". Exhibit "A" is an approved copy of the preliminary plat.

12. That Texas Department of Transportation access approval must be obtained for any state highway controlled access frontage.

13. That home occupations shall be allowed.

SECTION TWO. 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 an O-1, Office District, said property being described as follows:

A 15.83-acre tract of land out of Section 12, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "C", which is attached hereto and incorporated herein.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 28th day of January, A.D., 2014; and passed to second reading on motion of Council member Dufford, seconded by Council member Hotchkiss, by the following vote:

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

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Love, on the 25th day of February, A.D., 2014, at a regular meeting of the City Council:

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

Council members voting "NAY": None

PASSED AND APPROVED THIS 25th day of February, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

PRELIMINARY

LONE STAR TRAILS

AN ADDITION TO THE CITY OF MIDLAND BEING A SUBDIVISION OF 318.02 ACRES OF LAND IN SECTION 12, BLOCK 39, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

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.

6305 82nd STREET
LUBBOCK, TEXAS 79424
806-797-8491

VICINITY MAP

12

BLOCK 39, T-1-S,
T. & P. RR. CO. SURVEY

ONCOR ELECTRIC DELIVERY COMPANY, LLC INSTRUMENT #2012-23515 O.R.M.C.

Remainder of Tract 18 Vol. 2814 Pg. 708 M.C.D.R.

SHENANDOAH BAR N RANCH LLC 24 SMITH RD STE 601 MIDLAND, TX 79705

N 75°33'40" E 5277.98'

11

BLOCK 39, T-1-S,
T. & P. RR. CO. SURVEY

DECEMENTAL PERMIAN LTD 5 PENN PLAZA #1010 HOUSTON, TX 77046

STATE HIGHWAY 349 125' ROW - VOL. 105/PG. 393 M.C.D.R.

N 14°34'43" W 2588.09'

FUTURE COMMERCIAL TRACTS ZONE C-1 43 ACRES

FUTURE COMMERCIAL TRACTS ZONE C-1 43 ACRES

GREEN TREE

CHAMPION

CHATEAU

SHERMAN

COTTON

HANDSOME

HONEYSUCKLE

LEATHERWOOD

BURNET

SADDLE

CANYON MEADOWS PARK

CANYON AREA #3 PROPOSED PARK

COTTON TAIL

CREEKSIDE

YELLOW ROSE

PRAIRIE

MAVERICK

BUFFALO

MUSTANG

RANGE

RED ROCK

LIZARD

LASSO

CATTLEMAN'S TRAIL

SADDLEHORN

SPURS

CHAPS

BRONCO

BRAND

DOGWOOD

WRANGLER

DRILL SITE 1

DRILL SITE 2

DRILL SITE 3

DRILL SITE 4

DRILL SITE 5

DRILL SITE 6

DRILL SITE 7

DRILL SITE 8

DRILL SITE 9

DRILL SITE 10

DRILL SITE 11

DRILL SITE 12

DRILL SITE 13

DRILL SITE

Stanford Surveying Company
P.O. Box 8490
Midland, TX 79708
Office 432-699-5708
Fax 432-699-5510
www.stanfordsurveying.com

PD

Metes and Bounds Description for a 302.19 Acre Tract of Land being 101.74 acres out of a 107.02 Acre Tract of land as recorded in Instrument No. 2013-27670, Official Public Records, Midland County, Texas, and 200.45 acres out of a 211.00 Acre Tract of Land as recorded in Instrument No. 2013-9994, Official Public Records, Midland County, Texas, located in Section 12, Block 39, T-1-S, Midland County, Texas.

BEGINNING at (N=10726228.11' & E=1757239.82') a 1/2" iron rod and plastic cap marked "RPLS 4413" found in the east boundary line of said Section 12 and the west boundary line of Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas, for the northeast corner of the 107.02 acre tract and the northeast corner of this tract;

THENCE, along the east boundary line of said Section 12 and the west boundary line of said Section 7, S 14°20'25" E a distance of 2668.20 feet to a 1/2" iron rod and plastic cap marked "RPLS 4413" found for the southeast corner of the 211.00 acre tract, the northeast corner of a 22.82 Acre Tract of Land as described in Volume 869, Pages 567, 571, 575, 577 and 579, Midland County, Deed Records, Midland County, Texas, and the southeast corner of this tract, from which a City of Midland Control Point marked "E89-7600" bears S 17°37'12" E a distance of 10437.38 feet;

THENCE, along the north boundary line of the 22.82 acre tract and the south boundary line of the 211.00 acre tract, S 75°36'58" W a distance of 532.14 feet to a copperweld rod marked "TESSCO" found for a corner of this tract;

THENCE, along the north boundary line of the 22.82 acre tract and the south boundary line of the 211.00 acre tract, S 76°40'54" W a distance of 4036.86 feet to a 1/2" iron rod and plastic cap marked "RPLS 4413" found for a corner of this tract;

THENCE, along the north boundary line of the 22.82 acre tract and the south boundary line of the 211.00 acre tract, S 75°36'58" W a distance of 334.78 feet to a point for the southwest corner of this tract;

THENCE N 14°23'02" W a distance of 288.62 feet to a point for a corner of this tract;

THENCE S 76°24'46" W a distance of 147.33 feet to a point for a corner of this tract;

THENCE N 15°03'32" W a distance of 312.28 feet to a point for a corner of this tract;

THENCE N 74°40'29" E a distance of 44.89 feet to a point for a corner of this tract;

THENCE N 14°34'43" W a distance of 1984.67 feet to a point in the north boundary line of the 107.02 acre tract and for the northwest corner of this tract, from which a 1/2" iron rod and plastic cap marked "RPLS 4413" found in the east Right-of-Way line of State Highway 349 and the northwest corner of the 107.02 acre tract bears S 75°33'40" W a distance of 260.00 feet;

THENCE, along the north line of the 107.02 acre tract, N 75°33'40" E a distance of 5017.98 feet to the POINT OF BEGINNING.

RECEIVED
PACKET 2013
CITY OF MIDLAND
PLANNING DIVISION

December 12, 2023

EXHIBIT B

CASE NO. Z-13-054

Stanford Surveying Company
P.O. Box 8490
Midland, TX 79708
Office 432-699-5708
Fax 432-699-5510
www.stanfordsurveying.com

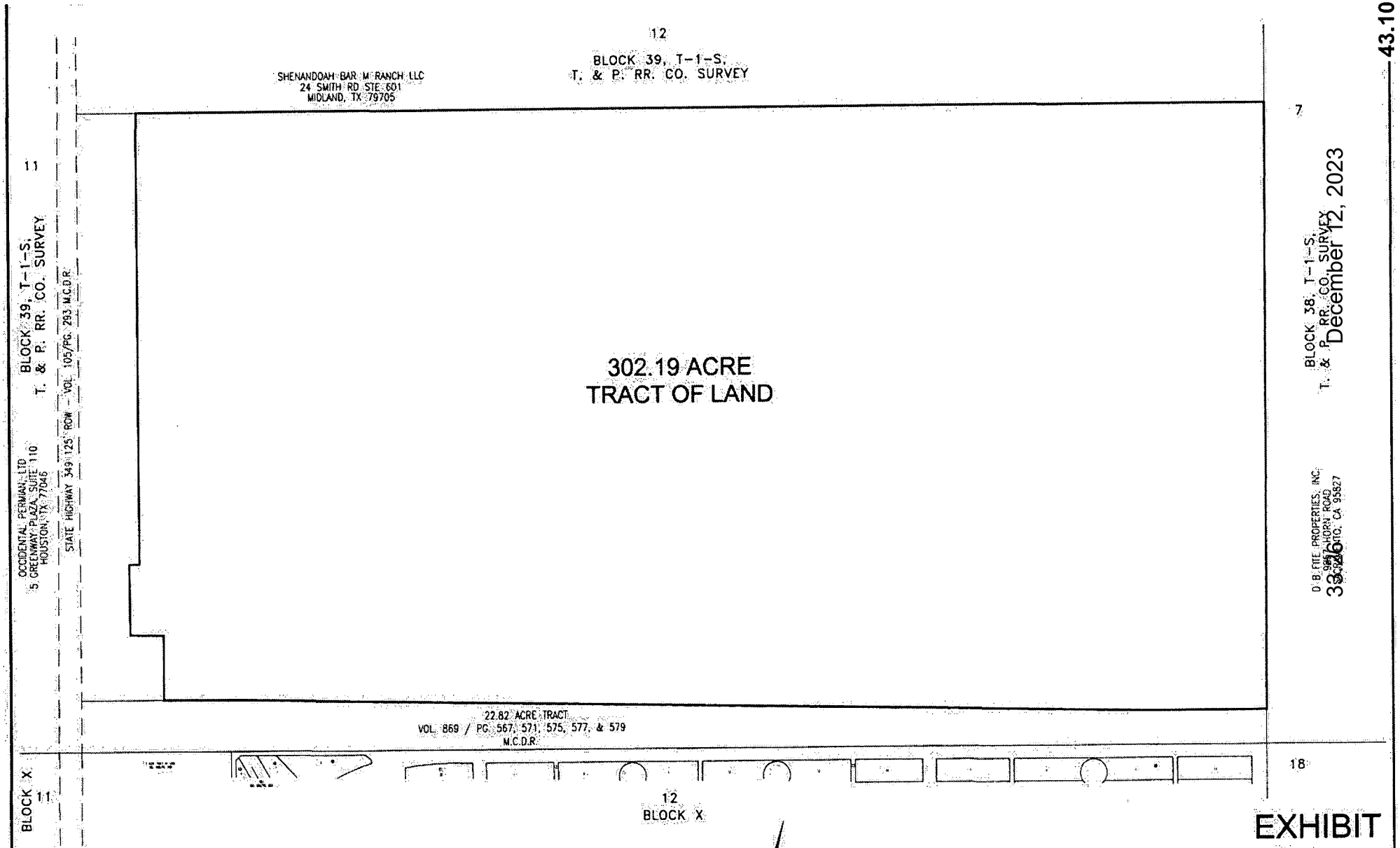
Bearing, Distances and Coordinates are based upon the Texas State Plane Coordinate System NAD 83 Central Zone and are relative to the City of Midland GPS Control Monuments as provided by the City of Midland. Acreages shown are surface values.

This document was prepared under 22 TAC 663.21, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

See attached Exhibit

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell, RPLS No. 5689
December 18, 2013



December 12, 2023

EXHIBIT

302.19 ACRES OF LAND LOCATED IN SECTION 12, BLOCK 39, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

600 0 600 1200 1800 Feet

STANFORD SURVEYING COMPANY
P.O. BOX 8490
MIDLAND, TEXAS 79708-8490
432-699-5708

PACKET

DRAWN BY Justin Robertson	DATE 12-18-2013
SCALE 1" = 600'	FILE NAME LST EXHIBIT - 302.19AC.

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JOB NO. 7-13-054

Stanford Surveying Company
P.O. Box 8490
Midland, TX 79708
Office 432-699-5708
Fax 432-699-5510
www.stanfordsurveying.com

O-1, DISTRICT

Metes and Bounds Description for a 15.83 Acre Tract of Land being 5.27 acres out of a 107.02 Acre Tract of land as described in Instrument No. 2013-27670 and 10.56 acres out of a 211.00 Acre Tract of Land as described in Instrument No. 2013-9994, Official Public Records, Midland County, Texas, located in Section 12, Block 39, T-1-S, Midland County, Texas.

BEGINNING at (N=10722407.30' & E=1752779.99') a copperweld rod found in the east Right-of-Way of State Highway 349, for the northwest corner of a 22.82 Acre Tract of Land as described in Volume 869, Page 567, Deed Records, Midland County, Texas, the southwest corner of the 211.00 acre tract and the southwest corner of this tract, from which a City of Midland Control Point, NGS Bench Mark N 1126, bears S 13°11'29" E a distance of 4903.47 feet;

THENCE, along the east Right-of-Way line of State Highway 349 and the west boundary line of the 211.00 acre tract, N 14°34'43" W a distance of 2588.09 feet a 1/2" iron rod and plastic cap marked "RPLS 4413" found for the northwest corner of the 211.00 acre tract and the northwest corner of this tract;

THENCE, along the north boundary line of the 211.00 acre tract, N 75°33'40" E a distance of 260.00 feet to a point for the northeast corner of this tract;

THENCE S 14°34'43" E a distance of 1984.67 feet to a point for a corner of this tract;

THENCE S 74°40'29" W a distance of 44.89 feet to a point for a corner of this tract;

THENCE S 15°03'32" E a distance of 312.28 feet to a point for a corner of this tract;

THENCE N 76°24'46" E a distance of 147.33 feet to a point for a corner of this tract;

THENCE S 14°23'02" E a distance of 288.62 feet to a point in the north boundary line of the 22.82 acre tract, in the south boundary line of the 211.00 acre tract and for the southeast corner of this tract;

THENCE, along the north boundary line of the 22.82 acre tract and the south boundary line of the 211.00 acre tract, S 75°36'58" W a distance of 364.06 feet to the POINT OF BEGINNING.

Bearing, Distances and Coordinates are based upon the Texas State Plane Coordinate System NAD 83 Central Zone and are relative to the City of Midland GPS Control Monuments as provided by the City of Midland. Acreages shown are surface values.

This document was prepared under 22 TAC 663.21, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

See attached Exhibit.

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell, RPLS No. 5689
December 16, 2013

City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: **February 25, 2014**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Jim Compton, Planning Division Manager**

SUBJECT: **Consider an ordinance on second reading on a request by Real Property Resources/Lone Star trails for a zone change from AE, Agriculture-Estate District to Planned District for a Housing Development and O-1, Office District on a 302.19-acre tract of land and 15.83-acre tract of land all out of Section 12, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of State Highway 349, approximately 840 feet north of Arapahoe Road – District 3.)**

Purpose:

Consider an ordinance on second reading on a request by Real Property Resources/Lone Star Trails for a zone change from AE, Agriculture-Estate District to Planned District for a Housing Development for 302-acres and 15.83-acres to O-1, Office District.

Recommended City Council Action

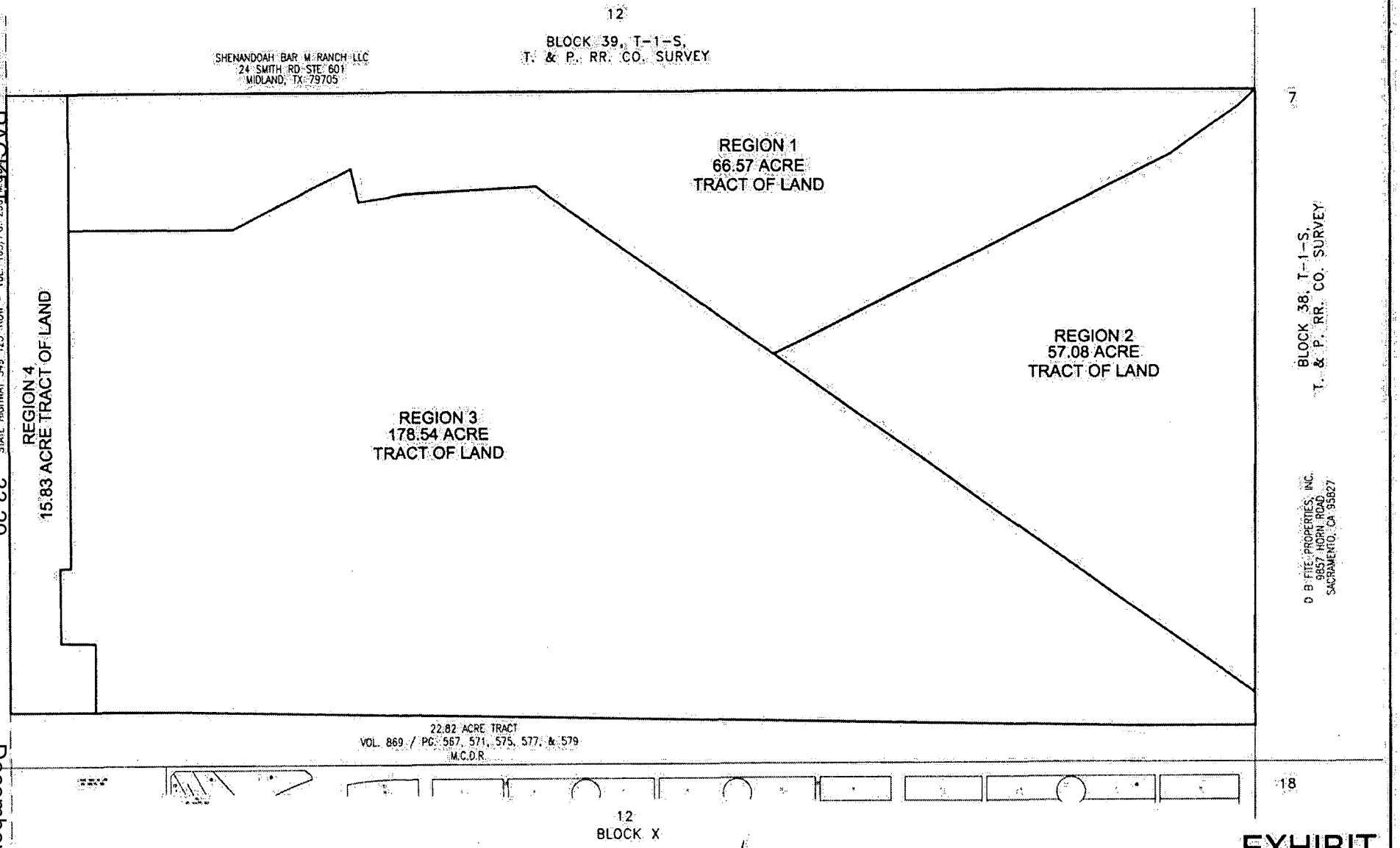
☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City for processing this application.

Discussion:

This is a request to rezone approximately 316 acres located on the east side of N. Big Spring Street, north of Loop 250. Fifteen acres adjacent to Big Spring Street are proposed to be rezoned to an O-1, Office District. The majority of the land is proposed to be rezoned to PD, Planned District for a Housing Development. The Planning and Zoning Commission considered this request on January 6, 2013. A motion to approved failed by a 3-3 vote.



EXHIBIT

318.02 ACRES OF LAND LOCATED IN SECTION 12, BLOCK 39, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

STANFORD SURVEYING COMPANY
P.O. BOX 8490
MIDLAND, TEXAS 79708-8490
432-699-5708

DRAWN BY Justin Robertson	DATE 12-16-2013
SCALE 1" = 600'	FILE NAME 1ST EXHIBIT

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600 0 600 1200 1800 Feet

PLANNING AND ZONING COMMISSION

January 6, 2014

CASE:	Z-13-054, Real Property Resources/Lone Star Trails
REQUEST:	Hold a public hearing and consider a request for a zone change from AE, Agriculture-Estate District, to Planned District for a Housing Development and O-1, Office District
APPLICANT/OWNER:	Real Property Resources, Inc.
REPRESENTATIVE:	Keith Smith.
LEGAL DESCRIPTION:	On a 302.19-acre tract of land and 15.83-acre tract of land all out of Section 12, Block 39, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.
LOCATION:	Generally located on the east side of State Hwy 349, approximately 840 feet north of Arapahoe Road.
CURRENT ZONING:	AE, Agriculture-Estate District.
ASSOCIATED CASES:	P-13-074, Lone Star Trails

DETAILS OF REQUEST:

1. The subject property is located on the east side of State Highway 349, approximately 840 feet north of Arapahoe Road. Real Property Resources, the owner, is requesting a zone change on the property from AE, Agriculture-Estate District, to a Planned District for Housing Development for 302-acres, with the underlining zoning of 1F-3, One-Family Dwelling District and 15.83-acres to O-1, Office District (See Exhibit A).

SURROUNDING ZONING AND LAND USE:

2. The property is on the east side of N. State Highway 349 and on the north, west, and east are AE, Agriculture-Estate Districts. To the and south is a PD, Planned District for Housing Development and PD, Planned District for an Industrial District.

The reason for the smaller front setback line is to allow larger homes on a smaller lot. We find that the zone change from AE, Agriculture-Estate District, to a Planned District Housing Development (with an underlining zoning of 1F-3, One-Family Dwelling District is reasonable.

SITE PLAN:

3. The site plan, Exhibit A, provides the layout and information about the site. The site will have 952 lots developed along with three common parks of 6.5-acres, 2.8 acres, and .85-acres. Both Lone Star and Buffalo Gap will have medians with hike and bike trails (See Exhibit B). 15.83-acres located on the west side of the proposed plat is proposed for O-1, Office Development.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from AE, Agriculture-Estate District to O-1, Office District. We also recommend approval of the PD, Planned District for Housing District subject to the following conditions:

A. This Planned district shall be developed with single-family detached residences.

B. The minimum front yard setback shall be 20 feet. However, the standard reduction to 15 feet shall apply to cul-de-sacs, except that an overhead door to a garage must either be setback 20 feet, or the door must be perpendicular to the front line.

C. The minimum side yard setback shall be five feet except that corner lots shall observe a 10-foot side yard setback.

D. The minimum rear yard setback shall be 10 feet for one story homes, and 20 feet for two-story homes.

E. The minimum front yard width shall be 45 feet.

F. The minimum lot area shall be 5,500 square feet.

G. The maximum building height shall be 38 feet.

H. A minimum of two off-street parking spaces shall be provided for each lot.

I. Permitted signs shall conform to the Sign Code as it relates to single-family residential zoning districts.

J. Fence heights shall conform to the regulations for single-family residential zoning districts.

K. All lot sizes shall conform to the site plan Exhibit A, which will be an approved copy of the preliminary plat.

L. That TxDot access approval is granted for any State Highway controlled access frontage.

Jim Compton
Planning Division Manager
Department of Development Services

Robert Baronti, Jr., AICP, Sr. Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A
Exhibit B

Case Number: Z-13054

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Real Property Resources Inc
Applicant Name (Phone/e-mail)

6305 82nd St Lubbock Tx 79424
Address Zip Code

See Above
Property Owner Name (Phone/e-mail)

~~5603 Champions Dr~~
Address Zip Code 432-230-4221

Keith Smith Keith s@betenbough.com
Representative Name (Phone/e-mail)

5603 Champions Dr Midland Tx 79706
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. A 318.02 Acres Tract of Land in Section 12 block 39, T-1-S, T&P RR Co Survey Midland County TX

PRESENT ZONE: ~~FD~~ AE REQUESTED ZONE: ~~PD + PD~~ O-1
(List by tracts if more than one district is requested)

Reason for Zone Change Request: We are building a Residential Community with Commercial Frontage on Hwy 349.

Present Use of Property: Vacant Land

Proposed Use of Property: Residential Community with commercial frontage on Hwy 349.

How will zone change affect the public health, safety and welfare? It will improve the Communities Ability to secure quality Affordable housing.

Describe how conditions affecting the property have changed since present zoning designation: The conditions of the property has not changed but the population and housing needs have dramatically increased in our Area.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? ____ Yes ✓ No

APPLICATION FEES:

- Single, standard zone change: **$400**. Multiple, standard zone change: add **$100** per additional district.
- Single PD, Planned District zone change: **$550**. Multiple PD proposal: add **$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to $500.00 will be assessed.

SITE PLAN SUBMITTALS *(if applicable)*:

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE *(by property owner only - authorized agent must sign affidavit below)*

Property Owner (signature): _____ Date: 11/11/13

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.

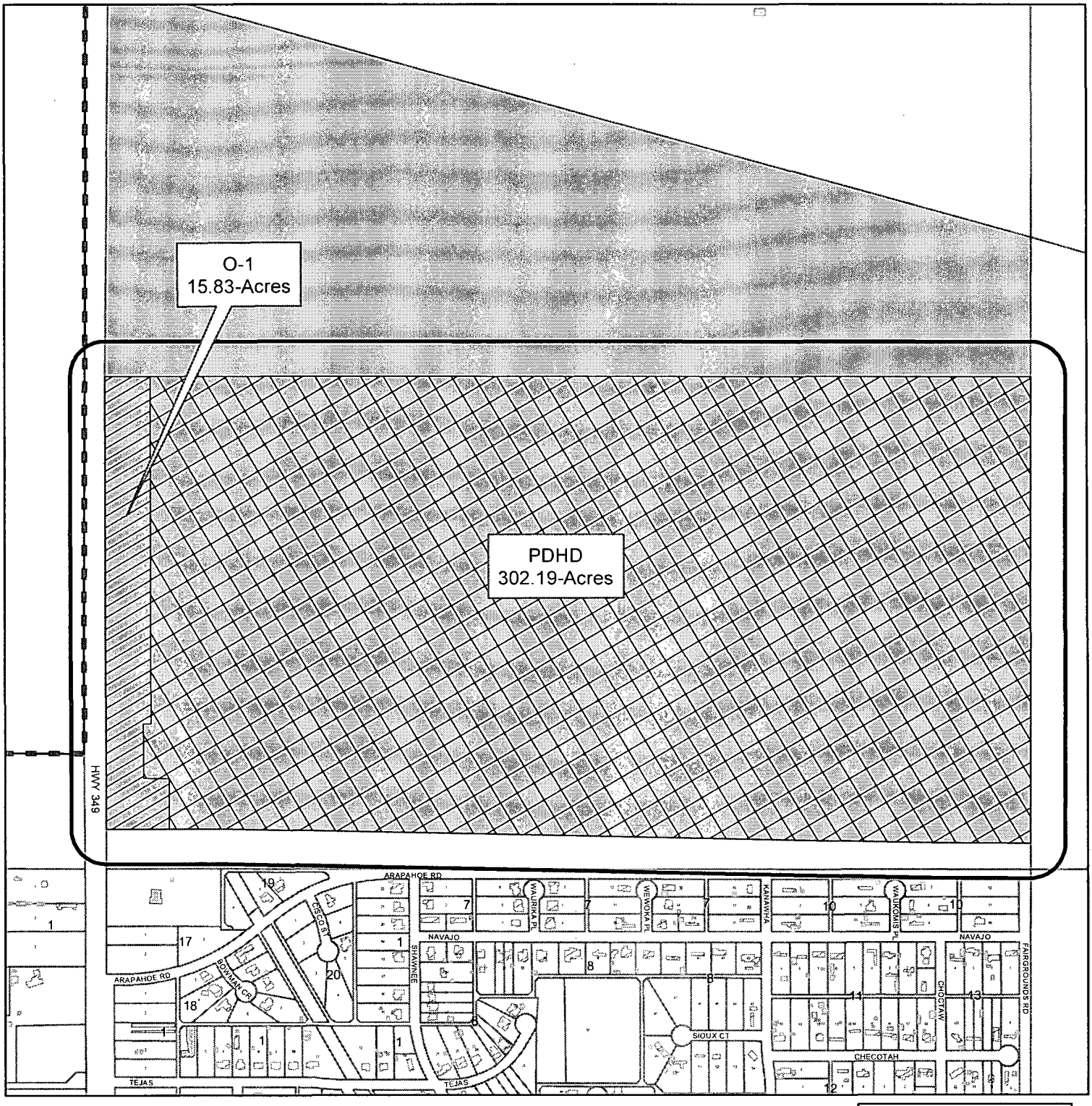
_____
Authorized Agent (signature)

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
Rec'd By: BB Date: 11/13/13
Assigned: BB
For: P+Z On: 1/6/14

****Application will not be considered for scheduling until reviewed by a planner.****



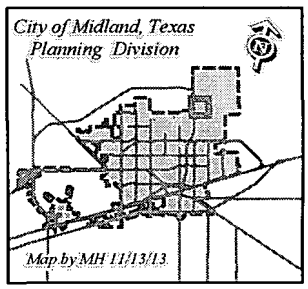
PROPERTY OWNER NOTIFICATION MAP

Z - 13 - 054 **Scale: 1" = 800'**

Consider a request for a zone change from AE, Agriculture Estate District to PD, Planned District for a Housing Development on a 302.19-acre tract of land and to O-1, Office District on a 15.83-acre tract of land all out of Section 12, Block 39, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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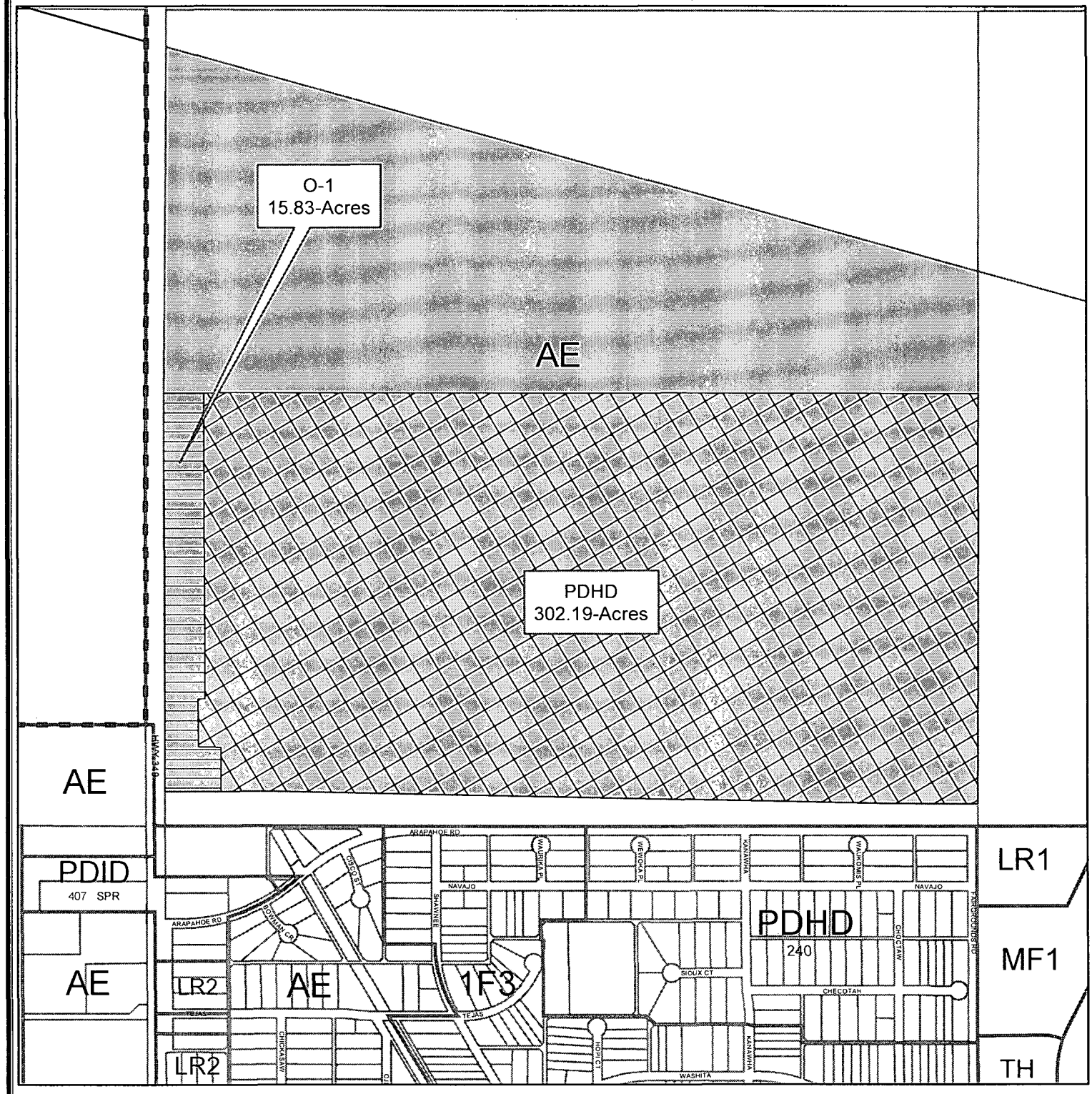

ZONING MAP

Z - 13 - 054 **Scale: 1" = 900'**

Consider a request for a zone change from AE, Agriculture Estate District to PD, Planned District for a Housing Development on a 302.19-acre tract of land and to O-1, Office District on a 15.83-acre tract of land all out of Section 12, Block 39, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

ZONING — CITY PARCELS

CITY LIMITS — COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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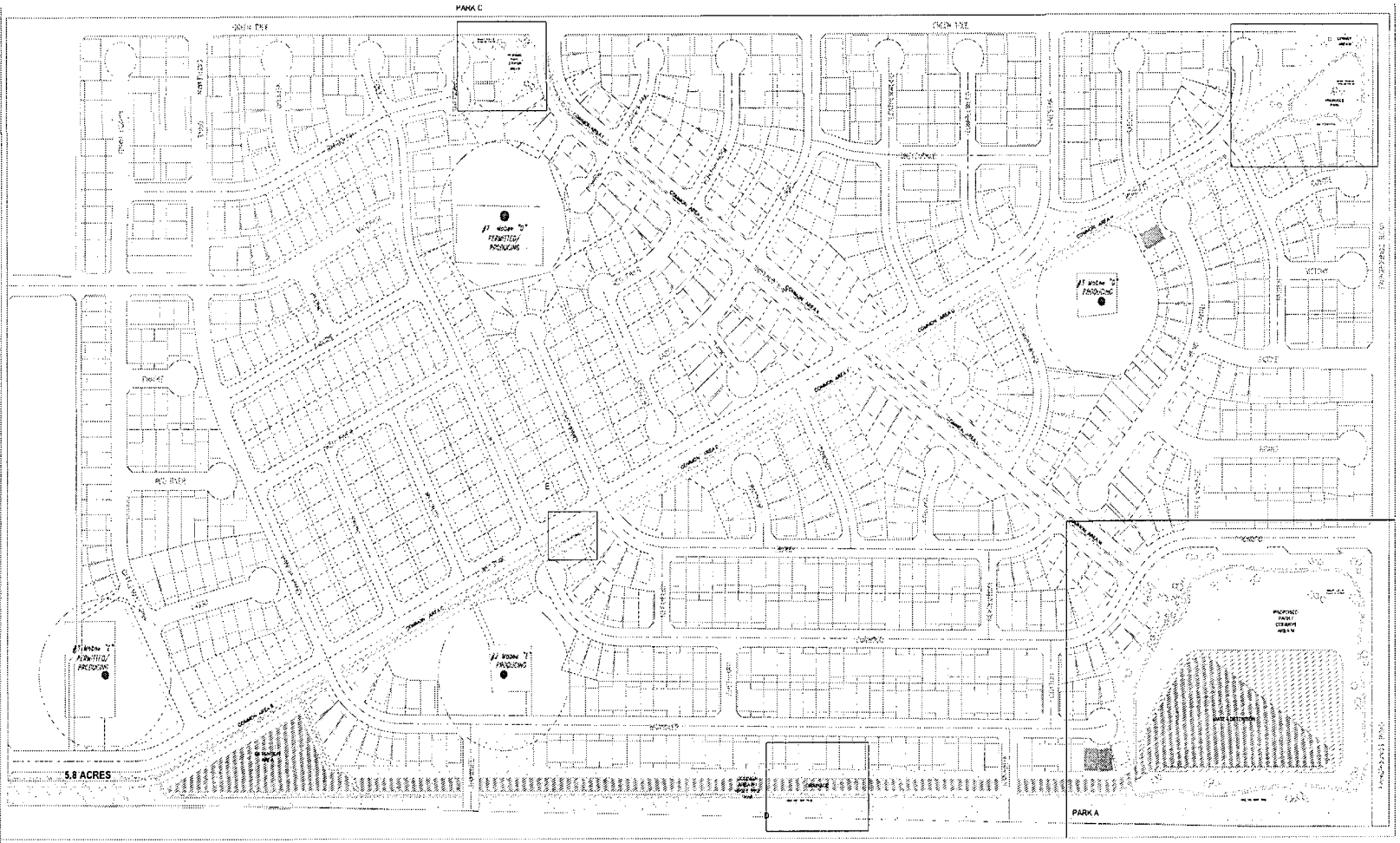
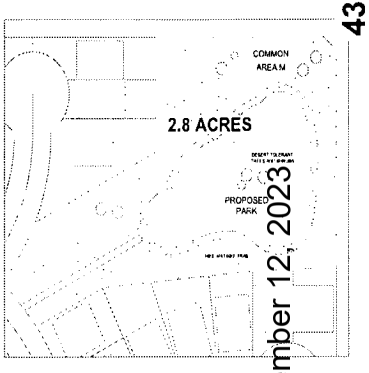


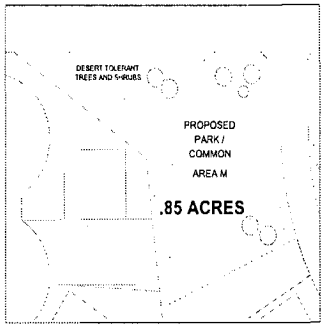
PARK B



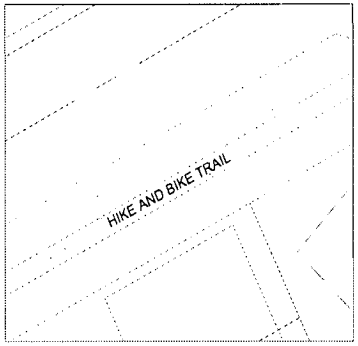
6.08 ACRES - COMMON AREA B-H
2.39 ACRES - COMMON AREA I-J

TOTAL: 952 LOTS

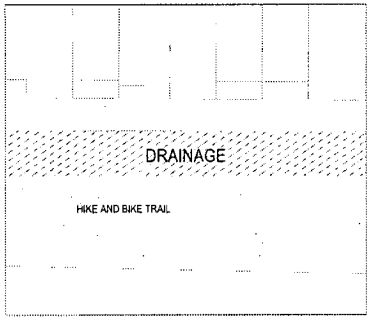
PARK C



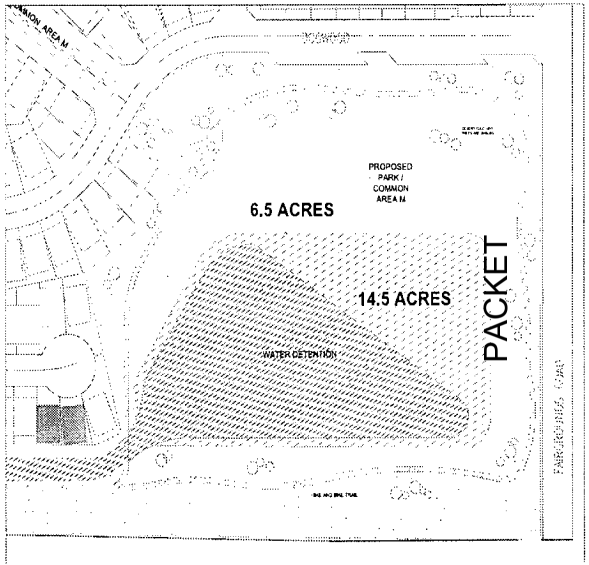
E: MEDIAN WITH HIKE AND BIKE TRAIL



D: SOUTH DRAINAGE



PARK A



PREMLIMINARY PLAN
LONE STAR TRAILS
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5978
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

43.20
December 12, 2023
33.37
PACKET

Within the residential area, 952 residential lots are planned. However, no alley dedications are proposed, as required by the Subdivision Code. The site plan associated with this zone change request is an exact copy of the plat. Should the zoning be approved, the City Council would see the associated preliminary plat at a later meeting. Staff is recommending approval of this zoning request at this time.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 302.19-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; BY PERMITTING A 15.83-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS AN O-1, OFFICE DISTRICT; SAID TRACTS BEING OUT OF SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, APPROXIMATELY 840 FEET NORTH OF ARAPAHOE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, and an O-1, Office District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

A 302.19-acre tract of land out of Section 12, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "B", which is attached hereto and incorporated herein.

Special Conditions and Restrictions:

1. That this planned district shall be developed only with single-family detached residences and permitted accessory structures.

2. That the minimum front yard setback shall be 20 feet. However, the standard reduction to 15 feet shall apply to cul-de-sacs, except that an overhead door to a garage must either be setback 20 feet, or the door must be perpendicular to the front lot line.

3. That the minimum side yard setback shall be five feet except that corner lots shall observe a 10-foot side yard setback.

4. That the minimum rear yard setback shall be 10 feet for one story homes, and 20 feet for two-story homes.

5. That the minimum front yard width shall be 20 feet.

6. That the minimum lot area shall be 5,500 square feet.

7. That the maximum building height shall be 38 feet.

8. That a minimum of two off-street parking spaces shall be provided for each lot.

9. That permitted signs shall conform to the Sign Code as it relates to single-family residential zoning districts.

10. That fence heights shall conform to the regulations for single-family residential zoning districts.

11. That all lot dimensions shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit "A". Exhibit "A" is an approved copy of the preliminary plat.

12. That Texas Department of Transportation access approval must be obtained for any state highway controlled access frontage.

13. That home occupations shall be allowed.

SECTION TWO. 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 an O-1, Office District, said property being described as follows:

A 15.83-acre tract of land out of Section 12, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "C", which is attached hereto and incorporated herein.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2014; 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., 2014, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2014.

_____
Jerry F. Morales, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant to the City Manager

APPROVED ONLY AS TO FORM:

_____
Keith Stretcher, City Attorney

MIDLAND
Planning Division

WATSON DANICA L
6907 SADDLE CT
TX MIDLAND 79705

OCT 19 2023

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, October 24, 2023,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Lilly Ochoa** for approval of a **Special Exception from the PD, Planned District for Housing Development (Ordinance 9223), to allow a reduced rear yard setback for a single-family dwelling** on the following described property:

LEGAL DESCRIPTION: Lot 52, Block 31, Lone Star Trails, Section 5 (correction plat), City and County of Midland Texas.

LOCATION: Generally located at the northeast corner of the intersection of Lone Star Lane and Burnett Lane (Council District 1)

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:** Zoning Ordinance should be enforced to protect surrounding property values. The Requestor built this structure without a Midland Building permit and is requesting special treatment

Required Information:

Danica Watson	Danica Watson	6907 Saddle CT
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 este caso, llame al : 685-7400.

Notices Mailed: 18
Date Mailed: October 6, 2023
Case Number: E-23-0108
Case Name: 6800 N Lone Star
LO Planner's Initials

Jeff 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 TRD is required, please call 1-800-735-2989.

City Council Meeting

Item Number: 34

Meeting Date: November 14, 2023, December 12, 2023

To: City Council / City Manager

From: Cristina Odenborg Burns, Director of Development Services

Subject: AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER XI, "AIRPORT HEIGHT HAZARD AND COMPATIBLE LAND USE ZONING," OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REPLACE THE MIDLAND INTERNATIONAL AIRPORT COMPATIBLE LAND USE ZONING MAP DATED JUNE 2014 WITH THE REVISED MIDLAND INTERNATIONAL AIRPORT COMPATIBLE LAND USE ZONING MAP; 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:

Consider a city-initiated request to amend Title XI, "Planning and Development", Chapter 11, "Airport Height Hazard and Compatible Land Use Zoning," of the City Code of Midland, Texas so as to replace the Midland International Airport Compatible Land Use Zoning Map dated June 2014 with the revised Midland International Air and Space Port compatible land use zoning map.

Recommended City Council Action:

Approve

Fiscal Impact:

The revised land use zoning map will allow for additional economic growth in the area northeast of Midland International Airport.

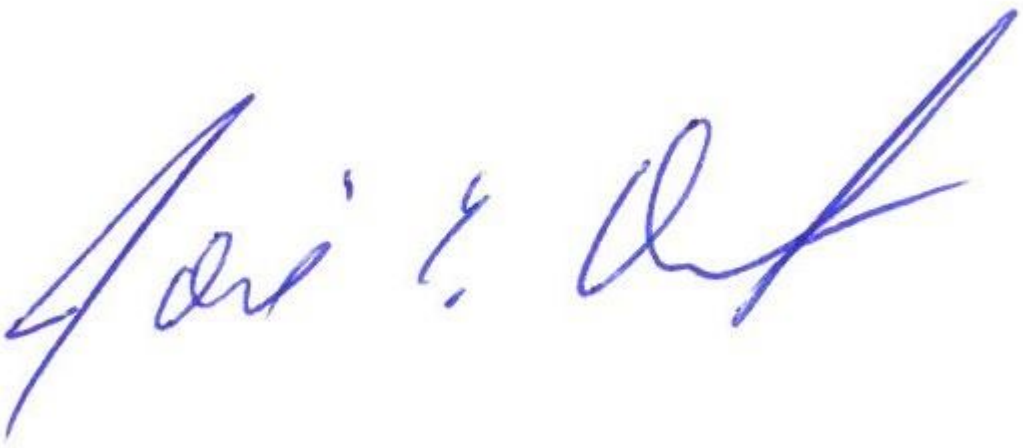
Discussion:

In 2014, the City of Midland received an FAA Part 420 Spaceport License. As part of the licensing process, the City undertook an evaluation to identify the areas near MAF that needed to be protected for incompatible land use for both the safety of the general public and the plans for the development of the spaceport; this resulted in the current Airport Overlay Zone 4 (AOZ4) compatible land use zoning. This was completed in August 2014 when the Council passed Ordinance No. 9302 to establish the AOZ4.

Over the last ten years, the City has experienced considerable economic growth, leading to a population increase of over 30%. To accommodate future growth, modifications to the AOZ4 must be considered. The City should aim to facilitate both a thriving local economy and population through thoughtful planning and development policies. By examining potential launch and reentry flight paths, as well as the City's economic growth plans, an adjustment has been proposed for the AOZ4. Removing the northeast section, where future development is anticipated, while keeping the more frequently used southeast leg will maintain launch and reentry capabilities for runways 10/28 and 16R/34L. The licensed northeast departure trajectory would be discontinued to accommodate community expansion.

Attachments:

Revised Land Use Zoning Map
Ordinance No. 9302



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER XI, "AIRPORT HEIGHT HAZARD AND COMPATIBLE LAND USE ZONING," OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REPLACE THE MIDLAND INTERNATIONAL AIRPORT COMPATIBLE LAND USE ZONING MAP DATED JUNE 2014 WITH THE REVISED MIDLAND INTERNATIONAL AIRPORT COMPATIBLE LAND USE ZONING MAP; 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, on September 15, 2014, the Federal Aviation Administration ("FAA") issued the City of Midland Launch Site Operator License No. LSO 14-015, and accompanying License Order No. LSO 14-015, to operate Midland International Air and Space Port (the "Spaceport") as a launch site for reusable launch vehicles, the first such license and order to be issued in the United States of America; and

WHEREAS, on September 12, 2019, the FAA issued the City of Midland License Order No. LSO 14-015A (Rev 1), modifying License No. 14-015 to extend the term of the license for five (5) years from September 15, 2019, the effective date of the order; and

WHEREAS, in recognition of the importance of the Spaceport to the economic vitality of the City of Midland and the surrounding Permian Basin region, the City of Midland invested considerable public resources in the Spaceport, including in its pursuit of LSO 14-015; and

WHEREAS, on August 12, 2014, in order to protect the public investment in the Spaceport, the City of Midland passed Ordinance No. 9302 to establish Airport Overlay Zone 4 ("*AOZ-4*"), which is depicted on the Midland International Airport Compatible Land Use Zoning Map dated June 2014, to protect the Spaceport from hazards and incompatible land uses that could endanger either flights in the air or people on the ground relating to the launch site operations; and

WHEREAS, since the passage of Ordinance No. 9302, the planned launch site operations at the Spaceport have changed; and

WHEREAS, the original plan for launch site operations at the Spaceport included horizontal take-off and landing of reusable launch vehicles utilizing runway 16R/34L at either a northern or southern trajectory; and

WHEREAS, such horizontal take-offs and landings never took place, and the City of Midland no longer plans on future launches involving horizontal take-off and landings utilizing runway 16R/34L in a northern trajectory; future take-off and landings, horizontal or otherwise, for launch site operations will take place on runway 10/28 or runway 16R/34L in a southern trajectory, or will not involve horizontal take-off and landings or reusable launch site vehicles at all and will utilize other means of landing and take-off (such as vertical or aerial launches); and

WHEREAS, because runway 16R/34L will no longer be used for horizontal take-off and landing of reusable launch vehicles in a northern trajectory, the footprint of AOZ-4 as depicted on the Midland International Airport Compatible Land Use Zoning Map dated June 2014, no longer needs to extend as far northeast as originally established; and

WHEREAS, to better reflect the future launch site operations at the Spaceport, the City of Midland desires to modify AOZ-4 by replacing the Midland International Airport Compatible Use Zoning AOZ-4 Map dated June 2014 with the Midland International Airport Compatible Use Zoning AOZ-4 Map dated April 2023 to reflect the changes in planned launch site operations; and

WHEREAS, the City Council finds that all procedural requirements necessary for the adoption of this ordinance have been complied with and satisfied; and

WHEREAS, the City Council finds it to be in the public interest to make certain amendments to Title XI, Chapter 11, of the City Code of Midland Texas, so as to replace the Midland International Airport Compatible Use Zoning AOZ-4 Map dated June 2014 with the Midland International Airport Compatible Use Zoning AOZ-4 Map dated April 2023;

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

SECTION ONE. That the findings and recitals contained in the preamble of this ordinance are hereby adopted, approved, and made a part of this ordinance for all purposes.

SECTION TWO. That Midland Municipal Code, Title XI, "Planning and Development," Chapter 11, "Airport Height Hazard and Compatible Land Use Zoning," Section 2, "Purpose," is hereby amended to read in its entirety as follows:

11-11-2. - Purpose.

To ensure compliance with federal law and regulations governing public safety and compatible land uses around commercial airports and around authorized launch sites for reusable launch vehicles; to regulate and restrict the height of Structures and objects of natural growth; and otherwise to regulate the use of property in the vicinity of the Midland International Airport or Midland Airpark by creating appropriate zones and establishing the boundaries thereof; to protect public safety by restricting incompatible land uses in the vicinity of Midland International Airport or Midland Airpark by creating appropriate zones and establishing the boundaries thereof; to provide for restrictions on use and development of property within such zones and the enforcement of such restrictions; to define certain terms used herein; to refer to the Midland International Airport Hazard Zoning Map, Midland International Airport Compatible Land Use Zoning AOZ-1, AOZ-2 and AOZ-3 Map, the Midland Airpark Hazard Zoning Map, and the Midland Airpark Compatible Land Use Zoning Map, all dated June 2014, and the Midland International Airport Compatible Land Use Zoning AOZ-4 Map dated April 2023, which are collectively incorporated by reference and made a part of this Chapter as if fully set forth herein; to provide for a board of adjustment; and to impose penalties.

SECTION THREE. That Midland Municipal Code, Title XI, "Planning and Development," Chapter 11, "Airport Height Hazard and Compatible Land Use Zoning," Section 8, "Airport Overlay Zones," Subsection A, "Creation of Airport Overlay Zones (AOZs)," is hereby amended to read in its entirety as follows:

11-11-8. Airport Overlay Zones.

A. Creation of Airport Overlay Zones (AOZs): In order to carry out the provisions of this Chapter, there are hereby created and established certain Airport Overlay Zones for the purposes of regulating and promoting uses of land within each zone that do not endanger the health, safety, and general welfare of the owners, occupants, or users of the land because of noise or vibrations or the risk of personal injury or property damage created by the operations of the Airport, including the taking off and landing of Aircraft. Within the Controlled Compatible Land Use Areas around Midland International Airport and the Midland Airpark, four AOZs are defined in this Section 11-11-8. These zones are shown on the Midland Airpark Compatible Land Use Zoning Map and the Midland International Airport Compatible Land Use Zoning AOZ-1, AOZ-2 and AOZ-3 Map, each dated June 2014, and the Midland International Airport

Compatible Land Use Zoning AOZ-4 Map dated April 2023. All four zones are used at Midland International Airport, while only three zones are used at the Midland Airpark. The AOZs are hereby defined and established as follows:

(1) Airport Overlay Zone 1 (AOZ-1): That portion of the controlled compatible land use area between the 65 and 70 DNL contour lines.

(2) Airport Overlay Zone 2 (AOZ-2): That portion of the controlled compatible land use area between the 70 and 75 DNL contour lines.

(3) Airport Overlay Zone 3 (AOZ-3): That portion of the controlled compatible land use area between the 75 and 80 DNL contour lines.

(4) Airport Overlay Zone 4 (AOZ-4): That portion of the controlled compatible land use area designated as launch site safety corridors.

SECTION FOUR. That the Midland International Airport Compatible Land Use Zoning AOZ-4 Map dated June 2014 is hereby stricken and replaced with the Midland International Airport Compatible Land Use Zoning AOZ-4 Map dated April 2023, which is attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION FIVE. That the definitions given in Section 11-11-4 of the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION SIX. That 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 SEVEN. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION EIGHT. That 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 NINE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 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:

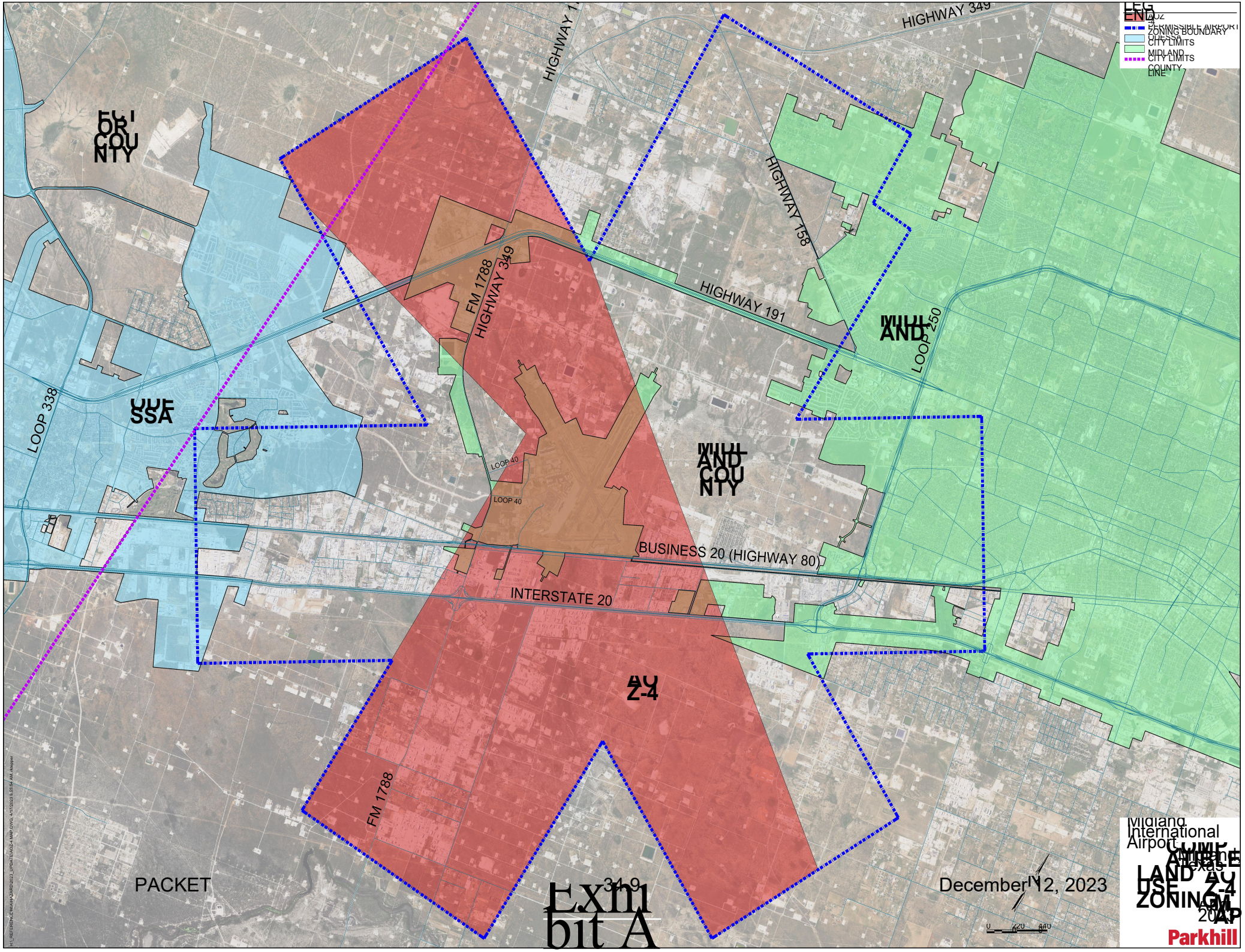
_____
Marcia Bentley-German City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney


LEGEND
AOZ
PERMISSIBLE AIRPORT
ZONING BOUNDARY
ODESSA
CITY LIMITS
MIDLAND
CITY LIMITS
COUNTY LINE
HIGHWAY 349
HIGHWAY 158
HIGHWAY 191
FM 1788
HIGHWAY 349
LOOP 250
LOOP 338
LOOP 40
LOOP 40
BUSINESS 20 (HIGHWAY 80)
INTERSTATE 20
FM 1788
Midland International Airport
Midland, Texas
Parkhill
PACKET
34.9
December 12, 2023
Exhibit A

ORDINANCE NO. 9302

AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO DELETE CHAPTER 11 AND REPLACE SAID CHAPTER WITH A NEW CHAPTER 11, "AIRPORT HEIGHT HAZARD AND COMPATIBLE LAND USE ZONING", IN ORDER TO PROVIDE FOR THE PUBLIC HEALTH, PUBLIC SAFETY AND GENERAL WELFARE BY PROHIBITING AIRPORT HAZARDS WITHIN THE VICINITY OF MIDLAND INTERNATIONAL AIRPORT AND MIDLAND AIRPARK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2000.00); AND ORDERING PUBLICATION

WHEREAS, the City Council of the City of Midland, Texas finds that:

The economic vitality of the City of Midland and the surrounding Permian Basin region depends on the safe and financially sound operation of the Midland International Airport and Midland Airpark;

The City of Midland has invested considerable public resources in the Midland International Airport and Midland Airpark, including the pursuit of a license from the Federal Aviation Administration to operate Midland International Airport as a launch site for reusable launch vehicles;

The economic vitality of the City of Midland and the surrounding Permian Basin region will benefit greatly from the City securing and retaining a permit to operate a launch site at the Midland International Airport;

In order to protect the public investment in the Airport and Airpark, the City of Midland desires to protect the Airport and Airpark from hazards and incompatible land uses that could endanger either flights in the air or people on the ground;

An airport hazard endangers the lives and property of users of the airport and of occupants of land in the vicinity of the airport;

An airport hazard that is an obstruction reduces the size of the area available for the landing, taking off, and maneuvering of aircraft, tending to destroy or impair the utility of the airport and the public investment in the airport;

The creation of an airport hazard is a public nuisance and an injury to the community served by the airport affected by the hazard;

The creation of an airport hazard should be prevented, to the extent legally possible, by the exercise of the police power without compensation;

The prevention of the creation of an airport hazard and the elimination, the removal, the alteration, the mitigation, or the marking and lighting of an airport hazard are public purposes for which a political subdivision may raise and spend public funds and acquire land or interest in land;

Land uses adjacent to, or near, an airport that endanger the health, safety, or welfare of the owners, occupants, or users of the land because of the risk of personal injury or property damage created by the operations of the airport or because of the levels of noise or vibrations created by the operations of the airport are incompatible with operation of the airport and tend to destroy or impair the utility of the public investment in the airport;

Land uses that are incompatible with the operation of an airport should be prevented, to the extent legally possible, by the exercise of the police power;

It is in the public interest to adopt uniform hazard and compatible land use zoning regulations for the Midland International Airport and the Midland Airpark; and

WHEREAS, federal law, federal policy, and Federal Aviation Administration regulations require that a launch site for reusable launch vehicles must be operated in a manner that is safe for the public on the ground and Federal Aviation Administration regulations specify the maximum acceptable risk to the collective members of the public exposed to hazards from operations; and

WHEREAS, federal law, federal policy, Federal Aviation Administration regulations, and the federal grant assurances require that airport owners, such as the City of Midland, take appropriate action, including the adoption of zoning laws, to restrict the use of land adjacent to or in the vicinity of an airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft; and

WHEREAS, Texas Local Government Code Title 7, Chapter 241 authorizes the City of Midland to implement by ordinance or resolution any federal law or federal rules controlling the use of land located adjacent to, or in the immediate vicinity of, an airport; and

WHEREAS, Texas Local Government Code Title 7, Chapter 241 authorizes the City of Midland to impose zoning restrictions within a defined area of land around an airport but outside the boundaries of the City of Midland; and

WHEREAS, the City of Midland adopted airport height hazard and land use zoning regulations by ordinance in 2007, and now re-adopts and amends those regulations to address the expansion of uses at Midland International Airport to include the launch and landing of reusable launch vehicles; and

WHEREAS, the City Council finds that the City of Midland benefits from the use of the Midland International Airport and Midland Airpark; and

WHEREAS, the City of Midland permits the Midland International Airport and Midland Airpark to be used by the public to an extent that fulfills an essential community purpose;

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

SECTION ONE. That the findings and recitals contained in the preamble of this Ordinance are hereby adopted and made a part of this Ordinance.

SECTION TWO. That the Midland Municipal Code, Title XI, Chapter 11 is hereby deleted in its entirety and shall be replaced by a new Title XI, Chapter 11, "Airport Height Hazard and Compatible Land Use Zoning," which shall read as follows:

CHAPTER 11 AIRPORT HEIGHT HAZARD AND COMPATIBLE LAND USE ZONING

11-11-1. Citation

This Chapter shall be known and may be cited as the Airport Height Hazard and Land Use Zoning Regulations for Midland International Airport and Midland Airpark of the City of Midland Municipal Code.

11-11-2. Purpose

To ensure compliance with federal law and regulations governing public safety and compatible land uses around commercial airports and around authorized launch sites for reusable launch vehicles; to regulate and restrict the height of Structures and objects of natural growth; and otherwise to regulate the use of property in the vicinity of the Midland International Airport or Midland Airpark by creating appropriate zones and establishing the boundaries thereof; to protect public safety by restricting incompatible land uses in the vicinity of Midland International Airport or Midland Airpark by creating appropriate zones and establishing the boundaries thereof; to provide for restrictions on use and development of property within such zones and the enforcement of such restrictions; to define certain terms used herein; to refer to the Midland International Airport Hazard Zoning Map, the Midland International Airport Compatible Land Use Zoning Map, the Midland Airpark Hazard Zoning Map, and the Midland Airpark Compatible Land Use Zoning Map, all dated June 2014, and incorporated in and made a part of this Chapter; to provide for a board of adjustment; and to impose penalties.

11-11-3 Authority

This Chapter is adopted pursuant to the authority conferred by the Airport Zoning Act, as codified in Texas Local Government Code, §§241.001 et seq. The City of Midland operates the Midland International Airport and Midland Airpark for public use such that the Airport and Airpark each fulfills an essential community purpose.

11-11-4. Definitions

As used in this Chapter, unless the context otherwise requires, capitalized terms shall have the following meaning:

A. Administrative Agency: The appropriate person or office of a political subdivision which is responsible for the administration and enforcement of the regulations prescribed herein. The Administrative Agency is set forth in Section 11-11-5 of this Chapter.

B. Aircraft: Any device that is used or intended to be used for flight in the air, so long as such device is permitted to operate at an airport certificated by the Federal Aviation Administration under 14 Code of Federal Regulations Part 139 or at a site licensed by the Federal Aviation Administration to operate as a launch site under 14 Code of Federal Regulations Part 420.

C. Airport: The Midland International Airport, Midland, Texas or Midland Airpark, Midland, Texas; including the ultimate development of such facilities, and all lands, buildings and other improvements owned, controlled, leased, or operated and maintained by the City of Midland appurtenant thereto.

D. Airport Elevation: The established elevation of the highest point on the runway, either existing or planned, at the Airport measured in feet above mean sea level (MSL). The Airport Elevation of the Midland International Airport is 2,872 feet above MSL and the Airport Elevation of the Midland Airpark is 2,804 feet above MSL.

E. Airport Hazard: Any structure or object of natural growth that obstructs the air space required for the taking off, landing, and flight of Aircraft or that interferes with visual, radar, radio, or other systems for tracking, acquiring data relating to, monitoring, or controlling Aircraft.

F. Airport Zoning Commission: The City of Midland Planning and Zoning Commission.

G. Approach Surface: A surface longitudinally centered on the extended runway centerline, extending outward and upward from each end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 11-11-7 of this Chapter. In plan, the perimeter of the approach surface coincides with the perimeter of the approach zone.

H. Approach, Conical, Horizontal, and Transitional Zones: The zones set forth in Section 11-11-6 of this Chapter.

I. Board of Adjustment: A board so designated by this Chapter as provided in the Texas Airport Zoning Act, codified at Texas Local Government Code §241.032. Provisions for the Board of Adjustment are set forth in Section 11-11-12 of this Chapter.

J. Compatible Land Use: Any use of land adjacent to or in the immediate vicinity of the Airport that does not endanger the health, safety, or welfare of the owners, occupants, or users of the land because of levels of noise or vibrations or the risk of personal injury or property damage created by the operations of the Airport, including the taking off and landing of Aircraft.

K. Conical Surface: A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) feet horizontally for each one (1) foot vertically for a horizontal distance of four thousand (4,000) feet.

L. Controlled Compatible Land Use Area: An area of land located outside the Airport boundaries and within a rectangle bounded by lines located no farther than 1½ statute miles from the centerline of an instrument or Primary Runway and lines located no farther than 5 statute miles from each end of the paved surface of an instrument or Primary Runway.

M. DNL (Yearly Day-Night Average Sound Level): The 24-hour average sound level, in decibels, for the period from midnight to midnight obtained after the addition of 10 decibels for the periods between midnight and 7 AM and between 10 PM and midnight (local time) as averaged over a span of (one) 1 year. A mathematical definition of DNL may be found in Title 14 Code of Federal Regulations, Section 150.201.

N. Hazard to Air Navigation: An obstruction or use of land determined to have a substantial adverse effect on the safe and efficient utilization of navigable airspace.

O. Height: For the purpose of determining the height limits in all zones set forth in this Chapter and shown on the hazard zoning map, the datum shall be height above mean sea level (MSL) elevation as measured in feet.

P. Horizontal Surface: A horizontal plane one hundred fifty (150) feet above the established Airport Elevation.

Q. Instrument Runway: An existing or planned runway of at least three thousand two hundred (3200) feet in length for which there is an existing or planned instrument landing procedure published by the Federal Aviation Administration or a defense agency of the federal government.

R. Noise Level Reduction (NLR): The amount of reduction in noise for any given point as achieved through the incorporation of noise attenuation measures incorporated into the design and construction of buildings. These reductions may be incorporated during initial construction or as additional construction for existing buildings.

S. Nonconforming Use, Structure, or Tree: Any structure, tree, or use of land which is inconsistent with the provisions of this Chapter and which is existing as of the effective date of this Chapter. This definition is for purposes of this Chapter only. The definition of nonconforming use found at Section 11-1-11 of this Code does not apply to areas zoned under the authority of the Texas Zoning Airport Zoning Act, which are outside the territorial jurisdiction of the City of Midland.

T. Nonprecision Instrument Runway: Runway(s) having an instrument approach procedure utilizing air navigation facilities with only horizontal guidance or area type navigation equipment, for which nonprecision instrument approach procedures have been planned or approved.

U. Obstruction: Any structure, tree, or other object, including a mobile object, which exceeds a limiting height set forth in Section 11-11-7 of this Chapter or is an Airport Hazard.

V. Other than Utility Runway: A runway designed for and intended to be used by propeller driven aircraft of more than twelve thousand five hundred (12,500) pounds maximum gross weight and jet powered aircraft.

W. Person: An individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

X. Precision Instrument Runway: Runway(s) having an existing or planned instrument approach procedure utilizing an Instrument Landing System (ILS) or other air navigation facilities or equipment which provides both horizontal and vertical guidance. This also includes a runway for which a precision instrument approach procedure has been approved or planned.

Y. Primary Runway: An existing or paved runway of at least three thousand two hundred (3200) feet in length as shown on the official Airport Layout Plan for the Airport and on which a majority of the approaches to and departures from the Airport occur.

Z. Primary Surface: A surface longitudinally centered on a Runway. When the runway has a specially prepared hard surface, the Primary Surface extends two hundred (200) feet beyond each ultimate end of that runway. The width of the Primary Surface of a runway will be that width prescribed in the Federal Aviation Regulations (FAR) at Title 14, Code of Federal Regulations Part 77, for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the nearest point on the existing or ultimate runway centerline.

The width of a Primary Surface for other than utility runway is one thousand (1,000) feet for Precision Instrument Runways and one thousand (1,000) feet for a Nonprecision Instrument Runway having a nonprecision instrument approach with visibility minimums as low as three-fourths (3/4) of a statute mile.

AA. Runway: A defined area on the Airport prepared for the landing and taking off of Aircraft along its length.

BB. Structure: An object, including a mobile object, constructed or installed by one or more persons including, but not limited to, buildings, towers, cranes, smokestacks, poles, earth formations, overhead transmission lines, and traverse ways. Traverse ways are considered to be the heights set forth in Title 14 Code of Federal Regulations, Part 77.23.

CC. Transitional Surfaces: Surfaces extending perpendicular to the runway centerline and the extended runway centerline outward from the edges of the Primary Surface and the Approach Surfaces at a slope of seven (7) feet horizontally for each one (1) foot vertically to where they intersect the horizontal surface. Transitional Surfaces for those portions of the precision Approach Surface which extend through and beyond the limits of the Conical Surface extend at a slope of seven (7) feet horizontally for each one (1) foot vertically for a distance of five thousand (5,000) feet measured horizontally from either edge of the Approach Surface and perpendicular to the extended runway centerline.

11-11-5. Administrative Agency

It shall be the duty of the office of Code Administration Division to administer and enforce the regulations prescribed herein. The Code Administration Division is hereby designated as the Administrative Agency of this Chapter.

11-11-6. Height Hazard Zones

In order to carry out the provisions of this Chapter, there are hereby created and established certain geographic zones which include all of the land lying beneath the Approach Surfaces, Conical Surface, Horizontal Surface, and Transitional Surfaces as they apply to the Airport. These surfaces are shown on the Midland International Airport Hazard Zoning Map and the Midland Airpark Hazard Zoning Map, each consisting of one (1) sheet, dated June 2014, which is hereby attached to this Chapter and made a part hereof. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive Height limitation. The various zones are hereby established and defined as follows:

A. Approach Zones:

Midland International Airport

Runway 16R/34L and Runway 10/28 (Precision Instrument Runways) Approach zones are hereby established beneath the Approach Surfaces at each end of Runway 16R/34L and Runway 10/28 at Midland International Airport for precision instrument landings and takeoffs. The Approach Surface shall have an inner edge width of one thousand (1,000) feet, which coincides with the width of the Primary Surface, at a distance of two hundred (200) feet beyond each Runway end, widening thereafter uniformly to a width of sixteen thousand (16,000) feet at a horizontal distance of fifty thousand (50,000) feet beyond each end of the Primary Surface. The centerline of the Approach Surface is the continuation of the centerline of the Runway.

Runway 16L/34R (Nonprecision Instrument Runways visibility minimums as low as ¾ mile) Approach zones are hereby established beneath the Approach Surfaces

at each end of Runway 16L/34R at Midland International Airport for nonprecision instrument landings and takeoffs. The Approach Surface shall have an inner edge width of one thousand (1,000) feet, which coincides with the width of the Primary Surface, at a distance of two hundred (200) feet beyond each Runway end, widening thereafter uniformly to a width of four thousand (4,000) feet at a horizontal distance of ten thousand (10,000) feet beyond each end of the Primary Surface. The centerline of the Approach Surface is the continuation of the centerline of the Runway.

Runway 4/22 (Nonprecision Instrument Runways visibility minimums greater than ¾ mile) Approach Zones are hereby established beneath the Approach Surfaces at each end of Runway 4/22 at Midland International Airport for nonprecision instrument landings and takeoffs. The Approach Surface shall have an inner edge width of five hundred (500) feet, which coincides with the width of the Primary Surface, at a distance of two hundred (200) feet beyond each Runway end, widening thereafter uniformly to a width of three thousand five hundred (3,500) feet at a horizontal distance of ten thousand (10,000) feet beyond each end of the Primary Surface. The centerline of the Approach Surface is the continuation of the centerline of the Runway.

Midland Airpark

Runway 7/25 and Runway 16/34 (Nonprecision Instrument Runways visibility minimums greater than ¾ mile) Approach Zones are hereby established beneath the Approach Surfaces at each end of Runway 7/25 and Runway 16/34 at Midland Airpark for nonprecision instrument landings and takeoffs. The Approach Surface shall have an inner edge width of five hundred (500) feet, which coincides with the width of the Primary Surface, at a distance of two-hundred (200) feet beyond each Runway end, widening thereafter uniformly to a width of three thousand five hundred (3,500) feet at a horizontal distance of ten thousand (10,000) feet beyond each end of the Primary Surface. The centerline of the Approach Surface is the continuation of the centerline of the Runway.

B. Conical Zone: A Conical Zone is hereby established beneath the Conical Surface at the Airport which extends outward and upward from the periphery of the Horizontal Surface at a slope of 20:1 for a horizontal distance of four thousand (4,000) feet.

C. Horizontal Zone: A Horizontal Zone is hereby established beneath the Horizontal Surface at the Airport which is a plane one hundred fifty (150) feet above the established Airport Elevation, the perimeter of which is constructed by swinging arcs of ten thousand (10,000) feet radii from the center of each end of the Primary Surface and connecting the adjacent arcs by lines tangent to those arcs.

D. Transitional Zones: Transitional Zones are hereby established beneath the Transitional Surfaces at the Airport. Transitional Surfaces, symmetrically located on either side of the Runway, have variable widths as shown on the Midland International and Midland Airpark Airport Hazard Zoning Maps. Transitional Surfaces extend outward perpendicular to the Runway centerline and the extended Runway centerline from the periphery of the Primary Surface and the Approach Surfaces at a slope of 7:1 to where they intersect the Horizontal Surface. Where the Precision Instrument Runway Approach Surface projects through and beyond the Conical Surface, there are hereby established Transitional Zones beginning at the sides of and at the same elevation as the Approach Surface and extending for a horizontal distance of five thousand (5,000) feet as measured perpendicular to the extended Runway centerline.

11-11-7. Height Limitations in Height Hazard Zones

Except as otherwise provided in Section 11-11-11 of this Chapter, no Structure shall be erected, altered, or replaced and no tree shall be allowed to grow in any Height Hazard Zone as defined in Section 11-11-6 to a Height in excess of the applicable Height limitations set forth in this Section 11-11-7 The applicable Height limitations for each Height Hazard Zone are as follows:

A. Approach Zones:

Midland International Airport

Runway 16R/34L and Runway 10/28 (Precision Instrument Runways): Slope one (1) foot in Height for each fifty (50) feet in horizontal distance beginning at the end of and at the same elevation as the Primary Surface and extending to a point ten thousand (10,000) feet from the end of the Primary Surface, and then rising one (1) foot in Height for each forty (40) feet in horizontal distance for an additional forty thousand (40,000) feet from the end of the Primary Surface.
Runway 16L/34R and Runway 4/22 (Nonprecision Instrument Runways): Slope one (1) foot in Height for each thirty-four (34) feet in horizontal distance beginning at the end of and at the same elevation as the Primary Surface and extending to a point ten thousand (10,000) feet from the end of the Primary Surface.

Midland Airpark

Runway 7/25 and Runway 16/34 (Nonprecision Instrument Runways): Slope one (1) foot in Height for each thirty four (34) feet in horizontal distance beginning at the end of and at the same elevation as the Primary Surface and extending to a point ten thousand (10,000) feet from the end of the Primary Surface.

B. Conical Zone: Slopes one (1) foot in Height for each twenty (20) feet in horizontal distance beginning at the periphery of the Horizontal Zone and at one hundred fifty (150) feet above the Airport Elevation and extending to a Height of three hundred fifty (350) feet above the Airport Elevation.

C. Horizontal Zone: Established at one hundred fifty (150) feet above the Airport Elevation.

D. Transitional Zones: Slope one (1) foot in Height for each seven (7) feet in horizontal distance beginning at the sides of and at the same elevations as the Primary Surface and the Approach Surface, and extending to a Height of one hundred fifty (150) feet above the Airport Elevation. There are also established Height Limits sloping one (1) foot in Height for each seven (7) feet in horizontal distance beginning at the sides of and at the same elevation as the Approach Surface, and extending to where they intersect the Conical Surface. Where the Precision Instrument Runway Approach Zone projects beyond the Conical Zone, there are established Height Limits sloping one (1) foot in Height for each seven (7) feet in horizontal distance beginning at the sides of and at the same elevation as the Approach Surface, and extending a horizontal distance of five thousand (5,000) feet perpendicular to the extended Runway centerline.

E. Excepted Height Limitation: Nothing contained in this Chapter shall be construed as prohibiting the growth, construction or maintenance of any Structure or tree to a Height of up to fifty (50) feet above the natural surface of the land at its location.

11-11-8. Airport Overlay Zones

A. Creation of Airport Overlay Zones (AOZs): In order to carry out the provisions of this Chapter, there are hereby created and established certain Airport Overlay Zones for the purposes of regulating and promoting uses of land within each zone that do not endanger the health, safety, and general welfare of the owners, occupants, or users of the land because of noise or vibrations or the risk of personal injury or property damage created by the operations of the Airport, including the taking off and landing of Aircraft. Within the Controlled Compatible Land Use Areas around Midland International Airport and the Midland Airpark, four AOZs are defined in this Section 11-11-8. These zones are shown on the Midland International Airport Compatible Land Use Zoning Map and the Midland Airpark Compatible Land Use Zoning Map, dated June 2014. All four zones are used at Midland International Airport, while only three zones are used at the Midland Airpark. The AOZs are hereby defined and established as follows:

Airport Overlay Zone 1 (AOZ-1): that portion of the Controlled Compatible Land Use Area between the 65 and 70 DNL contour lines.

Airport Overlay Zone 2 (AOZ-2): that portion of the Controlled Compatible Land Use Area between the 70 and 75 DNL contour lines.

Airport Overlay Zone 3 (AOZ-3): that portion of the Controlled Compatible Land Use Area between the 75 and 80 DNL contour lines.

Airport Overlay Zone 4 (AOZ-4): that portion of the Controlled Compatible Land Use Area designated as launch site safety corridors.

B. Permitted Uses: All uses are permitted within each applicable AOZ that are permitted by other existing zoning ordinances except as prohibited or regulated by the zoning regulations in this Chapter. Where there is a conflict between the AOZ restrictions and other zoning ordinances or where there are no other existing zoning ordinances, the provisions of the AOZ shall prevail. Where there is a conflict between the restrictions in overlapping AOZs, the more restrictive provisions prevail.

C. Prohibited uses: Table 1 attached to this Chapter enumerates land uses that are prohibited or restricted within each AOZ.

11-11-9. Land Use Restrictions

Except as provided in Section 11-11-10 of this Chapter, no use may be made of land or water within the Controlled Compatible Land Use Area established by this Chapter in such a manner as to create electrical interference with navigational signals or radio communications between the Airport and Aircraft, make it difficult for pilots to distinguish between Airport lights and other lights, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create potential bird strike hazards or wildlife attractants, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of Aircraft intending to use the Airport.

11-11-10. Nonconforming Uses, Structures and Trees

A. Nonconforming Uses.

Nothing contained in this Chapter shall be construed as requiring changes in or interference with the continuance of any Nonconforming Use of land.

B. Nonconforming Structures.

Nothing contained in this Chapter shall be construed as to require the removal, lowering, or other change to any existing Nonconforming Structure or to require the lowering of any phases or elements of a multiphase Structure that received a determination of no hazard by the Federal Aviation Administration under 14 Code of Federal Regulations Part 77 before this Chapter was adopted, regardless of whether actual construction on the multiphase Structure has commenced.

A Nonconforming Structure that received a determination of no hazard by the Federal Aviation Administration under 14 C.F.R. Part 77 before this Chapter was adopted shall be considered in violation of this ordinance immediately upon expiration or revocation of the determination of no hazard by the Federal Aviation Administration unless the property owner of a Nonconforming Use applies for and receives a new determination of no hazard from the Federal Aviation Administration prior to the expiration of any previous determination.

Temporary Structures that received a determination of no hazard by the Federal Aviation Administration under 14 Code of Federal Regulations Part 77 before this Chapter was adopted will continue to be determined as not in violation of this ordinance as long as a determination of no hazard by the Federal Aviation Administration remains in effect.

C. Nonconforming Trees.

Nothing in this Chapter shall be construed as to require the removal, lowering, or other change to any Nonconforming Tree. However, any Nonconforming Tree which grows to a greater Height than it was as of the effective date of this Chapter is subject to the provisions of this Chapter as described in Section 11-11-7 herein above.

11-11-11. Permits and Variances

A. Permits.

(1) Any Person who desires to replace, rebuild, substantially change, or repair a Nonconforming Structure or replace or replant a Nonconforming Tree must apply for and receive a permit, and the permit shall be granted, provided such permit is otherwise consistent with this Chapter. However, no permit shall be granted which would allow the establishment of an Airport Hazard or allow a Nonconforming Structure or tree to exceed its original Height or become a greater Hazard to Air Navigation than it was at the time of the adoption of this Chapter, or which would allow the establishment of a Nonconforming Use. Applications for permits shall be submitted to and issued by the Administrative Agency.

(2) Any Person who desires to erect a new Structure or rebuild, replace, or enlarge an existing Structure or establish a new use or substantially change an existing use in 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 Administrative Agency.

B. Variances.

(1) A Person who desires to use property in a manner inconsistent with this Chapter may apply to the Board of Adjustment for a variance.

(2) If the applicant for variance seeks to erect or alter a Structure or allow the growth of a tree which would exceed the Height limits contained in this Chapter, the application must be accompanied by a determination from the Federal Aviation Administration under 14 Code of Federal Regulations Part 77 that the proposed Structure or tree would not constitute a hazard to air navigation.

(3) The Board of Adjustment shall not issue a variance unless it shall first make findings and show in its minutes such facts and/or special conditions by which each of the following conditions listed below has been satisfied.

(a) A literal application or enforcement of the regulations will result in unnecessary hardship; and

(b) The granting of relief would:
(1) result in substantial justice being done;
(2) not be contrary to the public interest; and
(3) be in accordance with the spirit of the regulation and this Chapter.

In making its findings under (b)(2) and (b)(3) above, the Board shall consider whether the granting of relief would jeopardize public health and safety or otherwise result in the creation of an unacceptable safety risk as defined in 14 Code of Federal Regulations Parts 420 and 431; and shall consider whether the granting of relief would impair the ability of the City of Midland to accommodate Aircraft which use, or are projected to use, the Airport or Airpark.

The Board shall allow a variance from the regulations in this Chapter if the Board finds that all of the conditions above have been satisfied. If the Board finds that not all such conditions have been satisfied, its findings must state which conditions have not been satisfied.

(4) The Board of Adjustment shall consult with the Director of Airports before making its findings and shall set forth in its minutes the objections or concurrence of the Director of Airports to each such finding.

C. Requirements and Reasonable Conditions.

(1) Any permit granted may, at the discretion of the Administrative Agency, impose a requirement to install and maintain, at the expense of the permit applicant, any markers or lights as may be necessary to indicate to flyers the presence of an Airport Hazard.

(2) A permit for a new Structure in AOZ-4 will not be granted until the design and construction of the proposed Structure has been approved by the City Engineer of the City of Midland, after consultation with the Director of Airports.

(3) Any variance granted may, at the discretion of the Board of Adjustment, include any reasonable conditions as may be necessary to accomplish the purpose of this Chapter.

D. Exceptions.

No permit shall be required for any activity on property owned or leased by the City of Midland or its tenants, or the federal government.

11-11-12. Board of Adjustment

A. Pursuant to Texas Local Government Code § 241.032, the City of Midland Board of Adjustment is hereby designated as the Board of Adjustment for the purposes of this Chapter and shall have and exercise the following powers:

(1) to hear and, after consultation with the Director of Airports of the City of Midland, decide appeals from any order, requirement, decision, or determination made by the Administrative Agency in the administration or enforcement of this Chapter;

(2) to hear and, after consultation with the Director of Airports of the City of Midland, decide special exceptions to the terms of this Chapter when the board is required to do so; and

(3) to hear and, after consultation with the Director of Airports of the City of Midland, decide specific variances regarding the administration or enforcement of this Chapter.

B. The Board of Adjustment organization and operation shall be in accordance with Title XI Planning and Development, Chapter 1 Zoning, Section 11-1-12 of the City of Midland Municipal Code. If Section 11-1-12 conflicts with the provisions of this Chapter, this Chapter shall govern with respect to matters related to airport zoning regulations imposed pursuant to Texas Local Government Code §§ 241.001 et seq.

11-11-13. Appeals

A. A decision of the Administrative Agency made in its administration of this Chapter may be appealed to the Board of Adjustment by any Person who is aggrieved by the decision or by any taxpayer who is affected by the decision or by the governing body of a political subdivision that believes the decision is the result of an improper application of this Chapter.

B. All appeals hereunder must be taken in the time period and by the procedures set forth in Section 11-1-12 of this Code.

C. An appeal shall stay all proceedings in furtherance of the action appealed unless the Administrative Agency certifies in writing to the Board of Adjustment that by reason of the facts stated in the certificate, a stay would, in the opinion of the Administrative Agency, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the Administrative Agency and on due cause shown.

D. In accordance with Section 11-1-12 of this Code, the Board of Adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person, by agent, and/or by attorney.

E. The Board of Adjustment, after consultation with the Director of Airports of the City of Midland, whose objections or concurrence shall be set forth in writing, may reverse or affirm, in whole or in part, or modify the Administrative Agency's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for this purpose the board of adjustment has the same authority as the Administrative Agency.

11-11-14. Judicial Review

Any Person aggrieved or any taxpayer who is affected by a decision of the Board of Adjustment, or a governing body of a political subdivision may present to a court of record a petition stating that the decision of the Board of Adjustment is illegal and specifying the grounds of the illegality as provided by and in accordance with the provisions of Texas Local Government Code, §241.041.

11-11-15. Enforcement and Remedies

The governing body of the City of Midland, Texas may institute in a court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of this Chapter or of any order or ruling made in connection with their administration or enforcement including, but not limited to, an action for injunctive relief.

11-11-16. Penalties

Each violation of this Chapter or of any order or ruling promulgated hereunder shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than $2,000 and each day a violation continues to exist shall constitute a separate offense.

11-11-17. Conflicting Regulations

Where there exists a conflict between any of the regulations or limitations prescribed herein and any other regulation applicable to the same area, whether the conflict be with respect to the Height of Structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall control.

11-11-18. Severability

If any of the provisions of this Chapter or the application thereof to any Person or circumstance is held invalid, such invalidity shall not affect other provisions or application of this Chapter which can be given effect without the invalid provision or application and to this end, the provisions of this Chapter are declared to be severable.

11-11-19. Adherence with State Laws

Any actions brought forth by any Person or land owner as a result of the administration, enforcement, or the contesting of this Chapter will be in accordance with the provisions of Texas Local Government Code, §§241.001 et seq and other applicable state laws.

11-11-20. Effective Date

Whereas, the immediate operation of the provisions of this Chapter is necessary for the preservation of the public health, safety, and general welfare, an emergency is hereby declared to exist and this Chapter shall be in full force and effect from and after their adoption by the City of Midland.

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 law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 22nd day of July, A.D., 2014; and passed to second reading on motion of Council member Love, seconded by Council member Lacy, by the following vote:

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

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Love, seconded by Council

member Lacy, on the 12th day of August, A.D., 2014, at a regular meeting of the City Council:

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

Council members voting "NAY": None

PASSED AND APPROVED THIS 12th day of August, A.D., 2014.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

APPROVED ONLY AS TO FORM:

Keith Stretcher, City Attorney

Table 1 – Prohibited Land Uses

Land Use	Airport Overlay Zones			
	Sound Level in DNL			Launch Safety Corridors
	AOZ-1 65-70 DNL	AOZ-2 70-75 DNL	AOZ-3 75-80 DNL	AOZ-4
Residential				
Residential, other than mobile homes and transient lodgings	N(1)	N(1)	N	N
Mobile home parks	N	N	N	N
Transient lodgings	N(1)	N(1)	N(1)	N
Public Use				
Schools	N(1)	N(1)	N	N
Hospitals and nursing homes	25	30	N	N
Churches, auditoriums and concert halls	25	30	N	N
Governmental services	Y	25	30	Y(9)
Transportation	Y	Y(2)	Y(3)	Y(9)
Parking	Y	Y(2)	Y(3)	Y(9)
Commercial Use				
Offices, business and professional	Y	25	30	Y(9)
Wholesale and retail-building materials, hardware and farm equipment	Y	Y(2)	Y(3)	Y(9)
Retail trade – general	Y	25	30	N
Utilities	Y	Y(2)	Y(3)	Y
Communication	Y	25	30	Y
Manufacturing and Production				
Manufacturing – general	Y	Y(2)	Y(3)	Y(9)
Photographic and optical	Y	25	30	Y(9)
Agriculture (except livestock) and forestry	Y(6)	Y(7)	Y(8)	Y
Livestock farming and breeding	Y(6)	Y(7)	N	Y
Mining and fishing, resource production and extraction	Y	Y	Y	Y
Recreational				
Outdoor sports arenas and spectator sports	Y(5)	Y(5)	N	N
Outdoor music shells, amphitheaters	N	N	N	N
Nature exhibits and zoos	Y	N	N	N
Amusements, parks, resorts and camps	Y	Y	N	N
Golf courses, riding stables, and water recreation	Y	25	30	N

Numbers in parentheses refer to notes.

KEY TO TABLE 1

Y (Yes) - Land Use and related structures compatible without restrictions or with restrictions as noted.

N (No) - Land Use and related structures are not compatible and should be prohibited.

NLR - Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.

25, 30 or 35 - Land Use and related structures generally compatible; measures to achieve NLR of 25, 30 or 35 dB must be incorporated into design and construction of structure.

Table 1 – Prohibited Land Uses

(1) Where the community determines that *residential or school uses must* be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB to 30 dB should be incorporated into building codes and be considered in individual approvals. Normal residential construction can be expected to provide a NLR of 20 dB, thus, the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation and closed windows year round. However, the use of NLR criteria will not eliminate outdoor noise problems.

(2) Measures to achieve NLR of 25 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

(3) Measures to achieve NLR of 30 dB must be incorporated into the design and construction of *portions of these buildings* where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

(4) Measures to achieve NLR of 35 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

(5) Land use compatible provided that special sound reinforcement systems are installed.

(6) Residential buildings require an NLR of 25.

(7) Residential buildings require an NLR of 30.

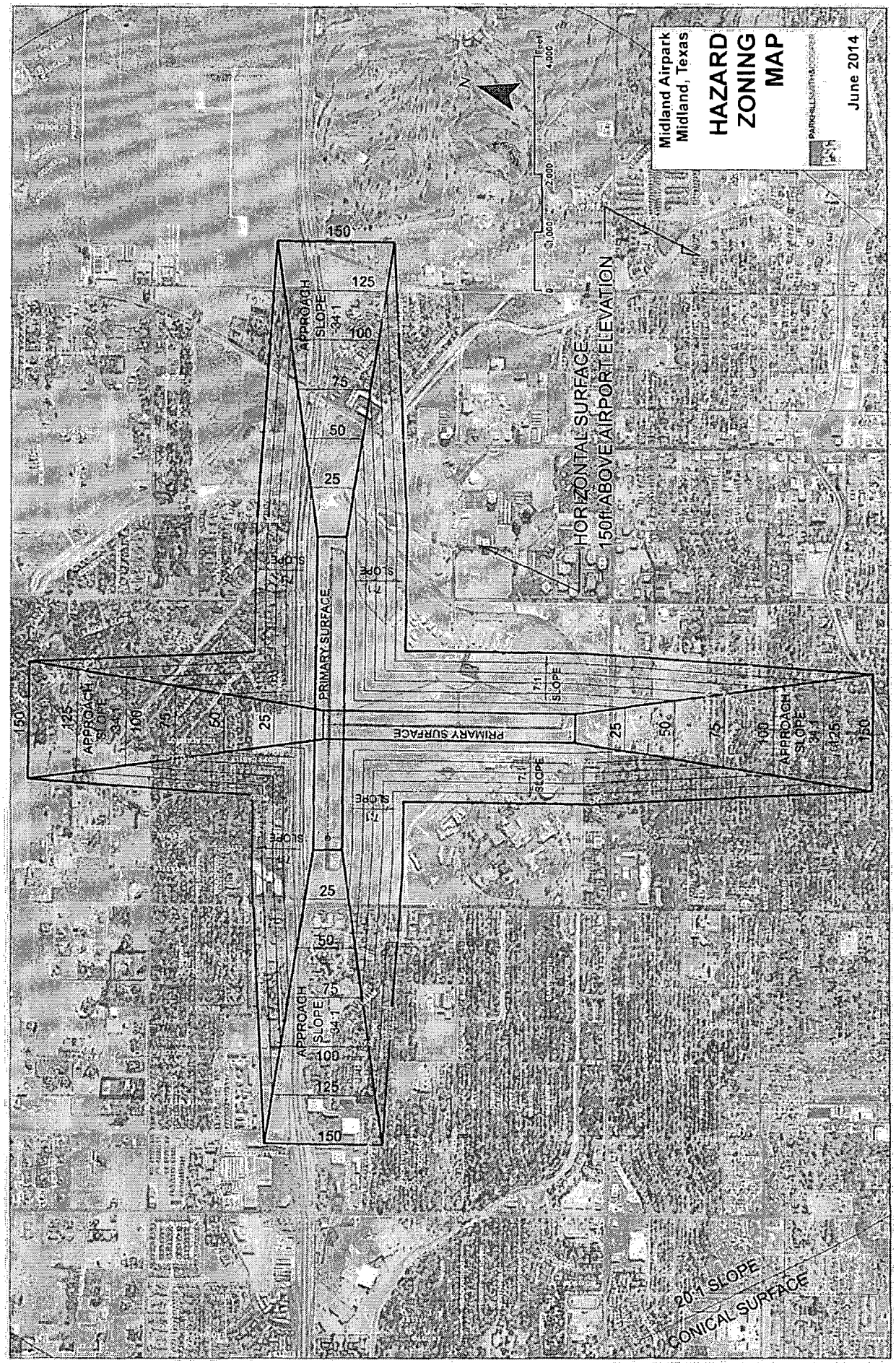
(8) Residential buildings not permitted.

(9) Construction design and materials must be approved by the City Engineer, after consultation with the Director of Airports, in order to ensure appropriate protection of public health and safety of occupants or users of the building, before construction may commence.

Midland International Airport
Midland, Texas
HAZARD ZONING MAP
June 2014
Legend
County Line
TxDOT_Roadways
Interstate
Business Interstate
State Highway
Farm to Market
US Highway
Midland Arterial
Odessa City Limits
Midland City Limits
Miles
N
Midland County
Martin County
Andrews County
Midland
Odessa
Ector County
MIDLAND COUNTY LINE
ECTOR COUNTY LINE
Transitional Surface
Transitional Surfaces
Transitional Surface
Transitional Surface
Transitional Surface

Midland International Airport
Midland, Texas
COMPATIBLE
LAND USE ZONING
AOZ-1, AOZ-2 & AOZ-3
MAP
June 2014
Legend
AOZ-3
AOZ-2
AOZ-1
Feet
TxDOT_Roadways
Interstate
Business Interstate
State Highway
Farm to Market
US Highway
Midland Airport
Odessa City Limits
Midland City Limits
County Line
Midland
Odessa
Ector County
Midland County
AOZ-3
AOZ-2
AOZ-1
65
70
75
80
85
N
0
0.5
1
2
Miles

Legend
Zones
AOZ-4
Permissible Airport Zoning Boundary
TxDOT_Roadways
Interstate
Business Interstate
State Highway
Farm to Market
US Highway
Midland Airfield
Odessa City Limits
Midland City Limits
County Line
Midland International Airport
Midland, Texas
COMPATIBLE
LAND USE ZONING
AOZ-4
MAP
June 2014
Midland
Midland
County
Odessa
Ector
County
AOZ-4
N
Miles
0
0.5
1
2


Midland Airpark
Midland, Texas
HAZARD ZONING MAP
June 2014
HORIZONTAL SURFACE
150ft ABOVE AIRPORT ELEVATION
APPROACH SLOPE 34:1
PRIMARY SURFACE
7:1 SLOPE
20:1 SLOPE
CONICAL SURFACE
150
125
100
75
50
25

Legend
AOZ-1
Permissible Airport Zoning Boundary
Midland City Limits
TxDOT_Roadways
Highway/Roadways
Interstate
Business Interstate
State Highway
Farm to Market
US Highway
Midland Arterial
N
0
2,500
5,000
10,000
Feet
AOZ-1
Midland Airpark
Midland, Texas
COMPATIBLE
LAND USE
ZONING
PARKHILLSMITH&COOPER
June 2014

Ord # 9302

City Council Agenda

MIDLAND
Feel the Energy!

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: **August 12, 2014**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Robert Baronti, AICP, Interim Planning Division Manager**

SUBJECT: **Airport Height Hazard and Land Use Zoning**

Purpose:
Consider an ordinance on second reading on a request in a city-initiated request to amend Chapter 11 "Airport Height Hazard and Land Use Zoning" to Title XI, "Planning and Development" of the City Code.

Recommended City Council Action
☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Discussion:

As Midland moves closer to obtaining our Commercial Launch Site Operating License (Spaceport License) it is necessary to protect departure corridors. In the near future suborbital flights out of Midland International will become part of its normal operations. Federal law requires airports to protect from Height Hazards and Incompatibility Land Uses. The State of Texas in 1987 adopted the Texas Airport Zoning Act that gives overlay zoning authority to airports to protect against use of land adjacent to an airport [so as not to] endanger the health, safety, or welfare of owners, occupants, or users of land because of levels of noise or vibrations or risk of personal injury or property damage created by the operations of the Airport.

Recently, the Airport contracted with SilverWing Enterprises to analyze projected spaceport departure corridors and calculate probable risk associated to current and future departure trajectories. This study was utilized in determining acceptable risk levels as per Federal Aviation Administration (FAA) regulation CFR Part 420 (Ec< 30X 10-6) for these corridors and help define an overlay zoning map that will be implemented into the Airport Zoning Ordinance.

The City Council voted to approve this ordinance on first reading on July 22, 2014. This ordinance is now ready for consideration on second and final reading.

Table 1 – Prohibited Land Uses

Land Use	Airport Overlay Zones			
	Sound Level in DNL			Launch Safety Corridors
	AOZ-1 65-70 DNL	AOZ-2 70-75 DNL	AOZ-3 75-80 DNL	AOZ-4
Residential				
Residential, other than mobile homes and transient lodgings	N(1)	N(1)	N	N
Mobile home parks	N	N	N	N
Transient lodgings	N(1)	N(1)	N(1)	N
Public Use				
Schools	N(1)	N(1)	N	N
Hospitals and nursing homes	25	30	N	N
Churches, auditoriums and concert halls	25	30	N	N
Governmental services	Y	25	30	Y(9)
Transportation	Y	Y(2)	Y(3)	Y(9)
Parking	Y	Y(2)	Y(3)	Y(9)
Commercial Use				
Offices, business and professional	Y	25	30	Y(9)
Wholesale and retail-building materials, hardware and farm equipment	Y	Y(2)	Y(3)	Y(9)
Retail trade – general	Y	25	30	N
Utilities	Y	Y(2)	Y(3)	Y
Communication	Y	25	30	Y
Manufacturing and Production				
Manufacturing – general	Y	Y(2)	Y(3)	Y(9)
Photographic and optical	Y	25	30	Y(9)
Agriculture (except livestock) and forestry	Y(6)	Y(7)	Y(8)	Y
Livestock farming and breeding	Y(6)	Y(7)	N	Y
Mining and fishing, resource production and extraction	Y	Y	Y	Y
Recreational				
Outdoor sports arenas and spectator sports	Y(5)	Y(5)	N	N
Outdoor music shells, amphitheaters	N	N	N	N
Nature exhibits and zoos	Y	N	N	N
Amusements, parks, resorts and camps	Y	Y	N	N
Golf courses, riding stables, and water recreation	Y	25	30	N

Numbers in parentheses refer to notes.

KEY TO TABLE 1

Y (Yes) - Land Use and related structures compatible without restrictions or with restrictions as noted.

N (No) - Land Use and related structures are not compatible and should be prohibited.

NLR - Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.

25, 30 or 35 - Land Use and related structures generally compatible; measures to achieve NLR of 25, 30 or 35 dB must be incorporated into design and construction of structure.

Table 1 – Prohibited Land Uses

(1) Where the community determines that residential or school uses must be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB to 30 dB should be incorporated into building codes and be considered in individual approvals. Normal residential construction can be expected to provide a NLR of 20 dB, thus, the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation and closed windows year round. However, the use of NLR criteria will not eliminate outdoor noise problems.

(2) Measures to achieve NLR of 25 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

(3) Measures to achieve NLR of 30 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

(4) Measures to achieve NLR of 35 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

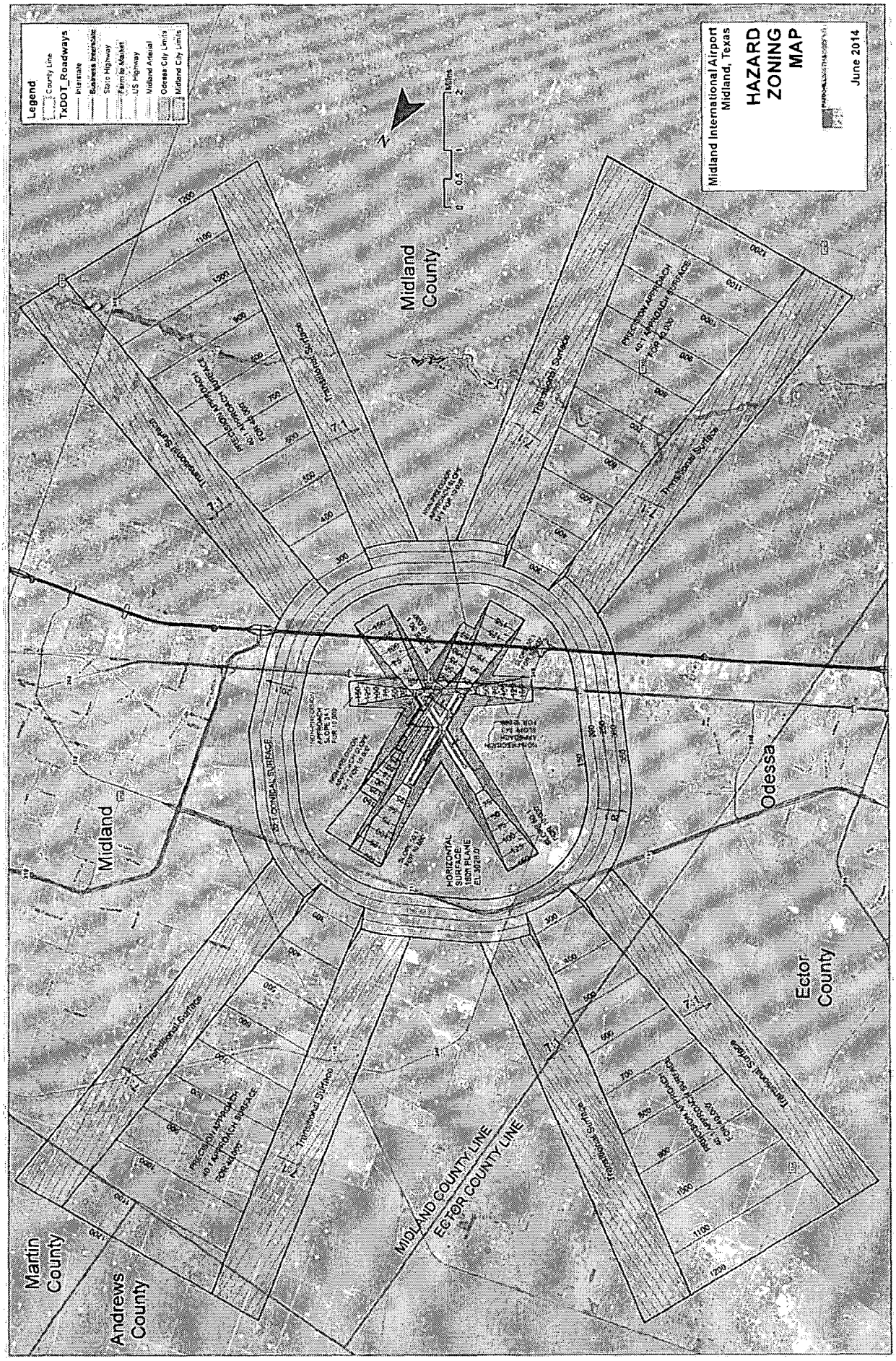
(5) Land use compatible provided that special sound reinforcement systems are installed.

(6) Residential buildings require an NLR of 25.

(7) Residential buildings require an NLR of 30.

(8) Residential buildings not permitted.

(9) Construction design and materials must be approved by the City Engineer, after consultation with the Director of Airports, in order to ensure appropriate protection of public health and safety of occupants or users of the building, before construction may commence.


Legend
County Line
TxDOT_Roadways
Interstate
Business Interstate
State Highway
Farm to Market
US Highway
Midland Arterial
Odessa City Limits
Midland City Limits
Midland International Airport
Midland, Texas
HAZARD ZONING MAP
June 2014
Midland County
Midland
Odessa
Ector County
Martin County
Andrews County
MIDLAND COUNTY LINE
ECTOR COUNTY LINE
HORIZONTAL SURFACE
Transitional Surface
PRECISION APPROACH
7:1

Legend
AOZ-3
AOZ-2
AOZ-1
Roadways
Interstate
Business Interstate
State Highway
Farm to Market
US Highway
Midland Arterial
Odessa City Limits
Midland City Limits
County Line
Midland International Airport
Midland, Texas
COMPATIBLE
LAND USE ZONING
AOZ-1, AOZ-2 & AOZ-3
MAP
June 2014
Midland
Odessa
Ector
County
Midland
County
AOZ-3
AOZ-2
AOZ-1
65
70
75
80
85
90
N
0
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1
2 Miles

Legend
Zones
AOZ-4
Permissible Airport Zoning Boundary
TxDOT_Roadways
Interstate
Business Interstate
State Highway
Farm to Market
US Highway
Midland Arterial
Odessa City Limits
Midland City Limits
County Line
Midland International Airport
Midland, Texas
COMPATIBLE
LAND USE ZONING
AOZ-4
MAP
June 2014
Midland
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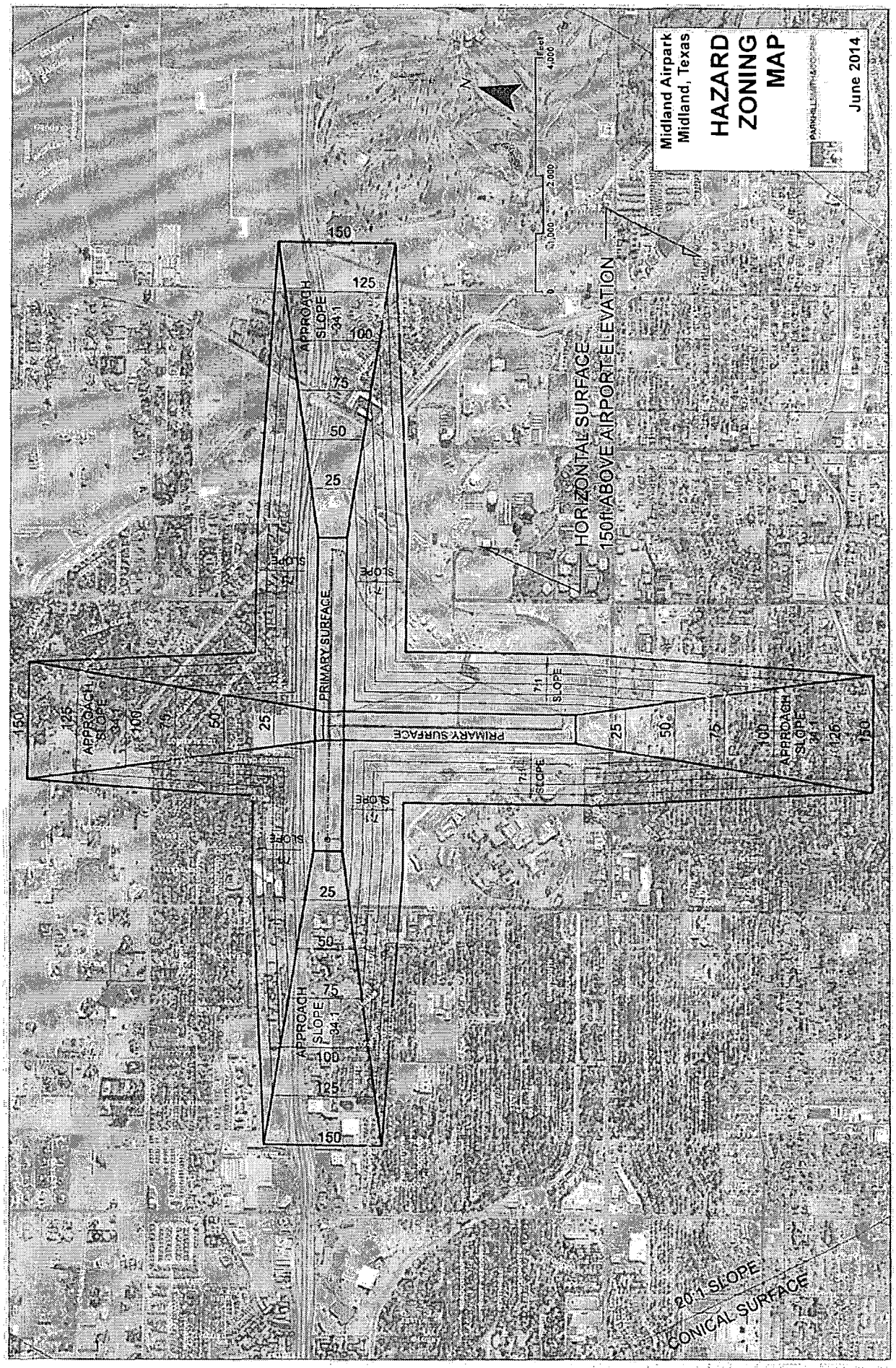
Midland Airpark
Midland, Texas
HAZARD ZONING MAP
June 2014
PARCELS
Feet
4,000
2,000
0
N
APPROACH SLOPE 34:1
PRIMARY SURFACE
SLOPE 7:1
HORIZONTAL SURFACE
150ft ABOVE AIRPORT ELEVATION
CONICAL SURFACE
20:1 SLOPE
150
125
100
75
50
25

Midland Airpark
Midland, Texas
COMPATIBLE
LAND USE
ZONING
June 2014
PARKHILLSMITH&COOPER
Legend
AOZ-1
Permissible Airport Zoning Boundary
Midland City Limits
TxDOT_Roadways
Highway/Roadways
Interstate
Business Interstate
State Highway
Farm to Market
US Highway
Midland Arterial
N
0
2,500
5,000
10,000
Feet
AOZ-1

KAPLAN KIRSCH ROCKWELL

MEMORANDUM

TO: Marv Esterly, Director of Airports,
CITY OF MIDLAND, TX

FROM: KAPLAN KIRSCH & ROCKWELL

DATE: July 10, 2014

SUBJECT: Compatible Land Use around Midland International Airport

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Background

The City of Midland (City) has decided to establish a commercial space launch site at the Midland International Airport (MAF) for the operation of horizontal take-off and horizontal landing reusable launch vehicles. The purpose of the City's proposal to establish a commercial launch site at MAF reflects the City's goals, as established in the *Midland Master Plan 2025*, of diversifying the local economy and enhancing the region as a business and employment center. In order to operate a commercial space launch site, the City must obtain a launch site operator license from the Federal Aviation Administration (FAA). The City submitted an application to FAA in 2012 and anticipates final approval for the license by late summer 2014.

The application to establish a commercial space launch site is complex and requires submission of detailed technical information. 14 C.F.R. Part 420. FAA regulations establish stringent criteria to qualify as a commercial space launch site. *Id.* at Subpart B. The City must demonstrate that it can meet all of these criteria before it can receive the requisite FAA license. *Id.* Accompanying the license to operate a space launch site, the City must undertake federally mandated actions to protect the safety of people on the ground under the launch and reentry trajectories. *Id.* at Subparts B and D.

FAA imposes varying regulatory requirements on an airport owner depending upon the type of aeronautical activity that is accommodated at its airports. For example, the federal regulatory requirements at Midland Airpark, which is not authorized to accommodate commercial passenger operations, are far less stringent than those governing MAF, which does offer commercial passenger service. *See* 14 C.F.R. Part 139. The FAA imposes an entirely different set of requirements on facilities operating as commercial space launch sites. 14 C.F.R. Parts 420, 432. Because the City has decided to operate MAF as both a commercial service airport and a spaceport, FAA regulations obligate it to comply with multiple sets of restrictions and requirements.

Ensuring the safety of the launch site and safety of the public in nearby areas is one of the most important obligations of the City as the holder of a launch site license. Among other requirements, the City must demonstrate to the FAA's satisfaction that both the launch and landing of a reusable launch vehicle can be achieved without endangering the public on the ground. 14 C.F.R. §§ 420.19, 420.25. The FAA has established the standard for what constitutes an acceptable safety risk and has provided guidance on how to calculate the allowable safety risk. *Id.* The FAA will not grant a license if the risk exceeds a defined level. *Id.* The formula is based in part on the types of land use and population density under the possible flight trajectories. If the land uses change such that there is an increase the population under the flight trajectories and that change increases the estimated risk beyond a defined level, the FAA can revoke the City's launch site license. *Id.* at Part 420, Subpart D. Accordingly, if the City is to obtain a launch site license, it is in the public interest for the City to prevent land uses that are incompatible with the operation of commercial space launches at MAF.

As in many large and small communities, growth in the demand for aviation services has coincided with rapid growth in the nearby communities themselves. Previously rural airports often find themselves faced with encroaching communication towers, high-rise buildings, and demand for new housing. *See, e.g., Airport Compatibility Guidelines*, Texas Department of Transportation, Aviation Division (January 2003) at 3-4. Incompatible land uses can impose serious constraints on airport operations and capacity. *Id.* Many states and local governments have learned that preventing development of incompatible land uses around an airport is vastly preferable to attempting to resolve the often insoluble conflicts that later arise in the absence of effective land use planning. *Id.* Many airports in Texas and around the country, especially those surrounded by undeveloped land, have adopted zoning regulations and have pursued other land use strategies to guard against the future encroachment of incompatible land uses that would constrain airport growth and capacity.

To facilitate airport owners' ability to impose zoning regulations that protect the long-term growth and viability of an airport, the Texas Airport Zoning Act, codified at Texas Local Government Code Title 7, Chapter 241, authorizes the City to adopt regulations in order to prevent the creation of an airport hazard and to adopt zoning regulations to provide protection against incompatible land uses around the airport.

The City has long recognized the importance of maintaining land use compatibility in the vicinity of both MAF and Midland Airpark and has adopted an airport zoning ordinance to ensure the development of compatible land uses around both MAF and Midland Airpark. *See* Title XI, Chapter 11 of the Municipal Code of the City of Midland (City Code), adopted in 2007. The airport zoning regulation adopted by the City in 2007 addressed land use compatibility in connection with the incompatibility associated specifically with height hazards and noise exposure.

While those tools have proven effective to address land use compatibility with commercial airport operations, the City now seeks to become the first commercial service airport in the country to offer services as a commercial spaceport at the same location (sharing the runways with existing aircraft operations). The introduction of commercial spacecraft into the airport environment raises new and complex land use compatibility challenges that the City must now

address. Specifically, in addition to concerns about structure height and noise exposure in communities surrounding MAF, federal law requires the City to address public safety issues that are unique to the launch and landing of spacecraft. As far as we are aware, Midland will be the first city in the country to adopt land use compatibility zoning based on safety concerns as well as height hazards and noise exposure. This unique situation requires the City to focus on its investment in MAF, and the use of MAF as a commercial spaceport, and to make policy choices that, by restricting encroachment of incompatible land uses, will ensure the long-term viability of MAF as an airport capable of accommodating commercial spacecraft.

This memorandum discusses a proposed ordinance which would amend Title XI, Chapter 11 of the City Code. Chapter 11 currently contains the airport height hazard and land use regulations adopted by the City Council in 2007. This memorandum recommends amendment and re-adoption of Chapter 11 to include a new airport overlay zone to protect public health and safety and to ensure safe operation of MAF as a launch site for space vehicles.

Amendment to City of Midland's Current Airport Zoning Regulation

As indicated in the findings in the proposed ordinance, an amendment to the City's current airport zoning regulation is needed in order to protect against encroachment into launch trajectory areas so as to ensure safe launch and landing of reusable launch vehicles at MAF. In conjunction with the City's seeking a license to allow it to use MAF as a launch site for commercial space operations, the need for the amendment is based upon:

- the importance of safe and financially sound operation of MAF for the economic vitality of the region;
- the resources the City has invested in use of MAF as a commercial space launch site;
- the importance of limiting land uses near the Airport that could endanger the public or aircraft operators;
- the importance of protecting the City's investment in MAF; and
- the requirements of federal law, federal policy, FAA regulations, and federal grant assurances that airport owners like the City take appropriate action, including the adoption of zoning laws, to restrict the use of land adjacent to or near an airport to activities and purposes that are compatible with airport operations.

Summary of Proposed Ordinance

The ordinance makes the following additions to Title XI, Chapter 11 of the City Code:

- The ordinance establishes a new airport overlay zone, referred to as AOZ-4, the boundaries of which are shown on the map entitled "Compatible Land Use Zoning AOZ-4." These boundaries are defined by:
    - The Texas Airport Zoning Act, which designates the size of the envelope around an airport in which land uses may be limited through airport zoning regulations (the permissible zoning area boundary is shown in black on the AOZ maps); and

  - The planned and expected flight trajectories of reusable launch vehicles taking off from, and landing at, MAF.
- In order to protect public safety and comply with federal regulations, the ordinance regulates land use in AOZ-4 by establishing prohibited and restricted uses, as shown on Table 1 of the proposed ordinance.[1] Specifically:
  - It prohibits new residential, retail, certain public uses, and most outdoor recreational uses in AOZ-4;
  - It restricts other uses by requiring that construction design and materials be approved by the City Engineer before construction commences in order to ensure appropriate protection of public health and safety of occupants or users of the building;
  - It requires that a permit be obtained before commencement of any new construction in AOZ-4; and
  - It provides a procedure for seeking a variance in AOZ-4 from the City Board of Adjustment.

In addition, the ordinance makes minor language changes to the existing Chapter 11 to enhance clarity and slightly expands the boundaries of AOZs 1-3 in order to reflect the City's most recent noise exposure analysis, which takes into account noise exposure from commercial space launches.

Legal Authority and Procedural Requirements to Adopt New Airport Zoning Regulations

The Texas Airport Zoning Act authorizes a political subdivision (such as the City) which owns a public use airport to adopt airport hazard area and compatible land use zoning regulations both within and outside the boundaries of the City. Local Government Code at Section 241.013. Under this authority, and in order to ensure both the safety of the public and the continued ability of MAF to serve the aviation needs of this community (including serving as a commercial space launch site), the Director of Airports has proposed that the City establish an airport overlay zone and regulate land uses within that zone to ensure that all land uses are compatible with safe launch and landing of space launch vehicles. This overlay zone will be distinct from the existing airport overlay zones, which regulate land uses according to the level of noise exposure adjacent to or near the airport.

Pursuant to the Airport Zoning Act at Section 241.016, in order for the City Council to amend or adopt new airport zoning regulations, the Airport Planning Commission must recommend boundaries of airport zones to be established and the regulations for these zones. The Midland Planning and Zoning Commission is authorized to sit as the Airport Zoning Commission ("Commission") for the purpose of hearing and reporting on proposed airport zoning regulations. Midland City Code at Section 11-11-4(E). In compliance with state law requirements, the

[1] Because adoption of this ordinance is reasonably taken to fulfill an obligation mandated by federal law, it does not trigger the requirements of the Texas Private Real Property Rights Preservation Act, codified at Texas Government Code Section 2007.001, et seq., and accordingly does not require preparation of a Takings Impact Assessment.

Commission published notice of a public hearing regarding the proposed airport zoning overlay boundaries and regulations. At that hearing, on July 7, 2014, the Commission heard from the public and subsequently approved the proposed ordinance and forwarded its report and approval of the proposed ordinance to the Midland City Council.

Before adopting or amending an airport zoning regulation under the Airport Zoning Act, the City Council must also post a notice of public hearing in compliance with Local Government Code Sec. 241.017, and hold a hearing on the proposed ordinance at which parties in interest and citizens have an opportunity to be heard. This hearing is tentatively scheduled for August 12, 2014.

Federal Requirements Regarding Compatible Land Use

Federal law, regulations, and guidance, as well as the federal grant assurances require the City to engage in land use compatibility zoning to ensure minimal risk to the public from any mishaps because of commercial spaceport operations, and to protect all operations at the MAF from potential hazards and from conflicts regarding noise exposure from airport operations.

A. Federal Grant Assurances

Title 49, Section 47101 of the United States Code imposes numerous obligations on airports that must be met if an airport is to receive federal funding. Once an airport receives federal funding, it continues to be bound by these obligations for a period of 20 years from the date of the most recent grant. The City receives annual grants from the FAA and therefore is bound by these obligations, known as grant assurances. One of the grant assurances specifically addresses an airport owner's obligation to ensure compatible land use around an airport:

- Grant Assurance 21: *Compatible Land Use*

> [The sponsor] will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

FAA's *Airport Compliance Manual*, FAA Order 5190.6B, ¶ 20.2(e) (2009) provides guidance regarding the actions that an airport owner and operator must take to ensure compliance with Grant Assurance 21:

> Where the sponsor does have authority to zone or control land use, FAA expects the sponsor to zone and use other measures to restrict

> the use of land in the vicinity of the airport to activities and purposes compatible with normal airport operations. Restricting residential development near the airport is essential in order to avoid noise-related problems. ...[A]ny sponsor that has the authority to adopt ordinances restricting incompatible land use and limiting the height of structures in airport approaches ... is generally expected to use that authority"

Where the airport sponsor does not have zoning authority, the sponsor must make a reasonable attempt to work to change zoning laws, or else to ensure compatible land uses through other means, including noise insulation, land acquisition, purchase of easement, and real estate disclosure programs; these tools are also available to be used together with zoning of land uses. *Id* at 20.2(d). As discussed above, however, Texas law does authorize the City to adopt ordinances restricting incompatible land use around its airports.

B. Title 51, U.S. Code, Ch. 509, Commercial Space Launch Activities

Chapter 509 governs commercial space launch activities and requires anyone operating a launch *vehicle* and anyone operating a launch *site* to first obtain a license from the Department of Transportation. In adopting Chapter 509, Congress emphasized the federal government's commitment to safety as it expands opportunities for commercial space launches, finding that

- Space transportation is inherently risky, and the future of the commercial human space flight industry will depend on its ability to continually improve its safety performances;
- A critical area of responsibility for the Department of Transportation is to regulate the operations and safety of the emerging commercial human space flight industry.

51 U.S.C. § 50901. In accordance with this commitment, the FAA has promulgated regulations aimed at ensuring that any federally licensed launch site is operated with safety as a top priority.

C. Federal Aviation Regulations Part 420, License to Operate a Launch Site

Title 14 of the Code of Federal Regulations, Part 420, prescribes requirements for a launch site license application, the bases for license approval by the FAA, and post-licensing requirements.

Under Part 420, a "safe launch" must pose an estimated casualty risk (referred to as E(c)) that does not exceed an average number of 0.000003 casualties to the collective members of the public exposed to hazards from the flight. 14 C.F.R. § 420.19. In other words, E(c) must be less than 30×10^{-6}. The FAA will not approve the location of a proposed launch site if the estimated expected casualty exceeds 30×10^{-6}, nor will it subsequently approve any individual launches as required under 14 C.F.R. Part 432, even if MAF has obtained a launch site license.

The purpose of establishing a maximum acceptable casualty risk is to ensure that risks to public safety presented by launch and reentry operations are limited to an acceptable level. Reducing the consequences of mission or vehicle failure is most directly achieved by avoiding operations over or near populated areas. *See Flight Safety Analysis Handbook*, Federal Aviation Administration (Sept. 2011) at ¶¶3.1, 3.2. Consequently, achieving compatible land use for commercial space launch and reentry requires the City to protect against encroachment of populated areas into the launch and reentry trajectories.

Conclusion and Recommendation

If the City is to obtain a space launch site license and retain it so as to accommodate the growth of the commercial space industry in the future, it must act now to preserve compatible land uses in the vicinity of MAF.

The proposed ordinance is needed in order to comply with (a) federal law, (b) FAA regulations, (c) binding FAA guidance, and (d) federal grant assurances to which the City is statutorily and contractually bound, concerning the operation of MAF as a space launch site. The ordinance also represents a prudent action by the City to comply with its obligation as the airport owner to provide a safe environment for aircraft operations and people on the ground. The airport overlay zone at MAF is designed to protect against encroachment of land uses that would be incompatible with federal safety requirements associated with launch and reentry of space vehicles. In addition, the overlay zones associated with noise exposure should be refined to reflect the most recent noise exposure information, including exposure to noise from launch and reentry of reusable launch vehicles.

Before the City of Midland Planning and Zoning Commission/Airport Zoning Commission

A proposal to establish the boundaries of airport overlay zones and provide regulations for land uses and height hazards within the zones.

June 24, 2014

RECOMMENDATION

The Director of Airports recommends that the Airport Zoning Commission submit a report to the Midland City Council recommending approval of the proposed ordinance.

REPORT

The City of Midland has proposed to operate a commercial space launch site at the Midland International Airport (MAF) for the operation of horizontal take-off and horizontal landing reusable launch vehicles. To operate a commercial space launch site, the City must obtain a launch site operator license from the Federal Aviation Administration ("FAA"). The City submitted an application to FAA in 2012 and anticipates final approval for the license by late summer 2014.

The purpose of the City's proposal to establish a commercial launch site at MAF reflects the City's goals as established in the *Midland Master Plan 2025*, of diversifying the local economy and enhancing the region as a business and employment center. To be successful as a commercial space launch site, however, the area covered by the launch trajectory must meet numerous technical and operational requirements that comply with federal regulations, including requirements designed to ensure public safety in connection with commercial space flight.

Protecting the safety of people on the ground under the launch trajectory is critical for the City to operate a successful commercial space launch site. Before it can receive a launch site license from the FAA, the City must demonstrate to the FAA's satisfaction that the launch and landing of a reusable launch vehicle can be achieved without endangering the public on the ground. The FAA provides a formula by which to calculate the allowable safety risk, and will not grant a license if the risk exceeds a defined level. If land uses under the possible flight trajectories change so as to increase risk beyond the acceptable, the license will be revoked. Accordingly, it is in the public interest to prevent land uses that are incompatible with the operation of the Airport to accommodate both commercial air service and commercial space launches.

One key step in preparing to serve commercial space launch vehicles is for the City to ensure that the zoning and land use in the vicinity of MAF is compatible with these proposed operations. This report accompanies a proposed ordinance which would amend Title XI, Chapter 11 of the Municipal Code of the City of Midland ("City Code"). Chapter 11 currently contains airport height hazard and land use regulations adopted by the City Council in 2007. This report recommends amendment and re-adoption of Chapter 11 to include a new airport overlay zone to protect public health and safety and to ensure safe operation of the Midland International Airport when used as a launch site for space vehicles.

Pursuant to the Texas Airport Zoning Act, codified at Texas Local Government Code Section 241.016 and Section 11-11-4(E) of the City Code, the Planning and Zoning Commission is authorized to sit as the Airport Zoning Commission ("Commission") for the purpose of hearing and reporting on proposed airport zoning regulations. In order for the City Council to amend or adopt new airport zoning regulations, the Commission must recommend boundaries of airport zones to be established and the regulations for these zones. In order to comply with state requirements, the Commission is charged with making a preliminary report and holding hearings on the report before submitting a recommendation to the City Council. This staff report and the accompanying draft ordinance together constitute the preliminary report on which the Commission will hold a public hearing on July 7, 2014.

The Airport Zoning Act, Texas Local Government Code Section 241.013, authorizes a political subdivision such as the City of Midland which owns a public use airport to adopt airport hazard area and compatible land use zoning regulations both within and outside the boundaries of the City. Under this authority, and in order to ensure both the safety of the public and the continued viability of MAF as a commercial space launch site, the Director of Airports has proposed that the City establish an airport overlay zone and regulate land uses within it to ensure that all land uses are compatible with launch and landing of launch vehicles. This overlay zone will be distinct from the existing airport overlay zones, which regulate land uses according to the level of noise exposure adjacent to or near the airport.

The findings of the proposed ordinance attached to this report emphasize

- the importance of safe and financially sound operation of MAF for the economic vitality of the region;
- the resources the City has invested in use of MAF as a commercial space launch site;
- the importance of limiting land uses near the Airport that endanger the public or aircraft operators;
- the importance of protecting the City's investment in MAF; and
- the requirements of federal law, federal policy, FAA regulations, and federal grant assurances that airport owners like the City of Midland take appropriate action, including the adoption of zoning laws, to restrict the use of land adjacent to or near an airport to activities and purposes that are compatible with airport operations.

The proposed ordinance makes the following additions to Title XI, Chapter 11 of the City Code:

- It establishes a new airport overlay zone, to be referred to as AOZ-4, the boundaries of which are shown on the map entitled "Compatible Land Use Zoning AOZ-4." These boundaries are defined by
    - The Texas Airport Zoning Act, which designates the size of the envelope around the airport in which land uses may be limited through airport zoning regulations (the permissible zoning area boundary is shown in black on the AOZ maps); and
    - The planned and expected flight trajectories of reusable launch vehicles taking off from and landing at MAF.
- In order to protect public safety and comply with federal regulations, the ordinance regulates land use in AOZ-4 by establishing prohibited and restricted uses, as shown on Table 1 of the proposed ordinance. Specifically:
    - It prohibits new residential, retail, certain public uses, and most outdoor recreational uses in AOZ-4;
    - It restricts other uses by requiring that construction design and materials be approved by the City Engineer before construction commences in order to ensure appropriate protection of public health and safety of occupants or users of the building;
    - It requires a permit be obtained before commencement of any new construction in AOZ-4; and
    - It provides a procedure for seeking a variance in AOZ-4 from the City of Midland Board of Adjustment

In addition, the proposed ordinance makes minor changes to the existing Chapter 11 in order to enhance clarity. Finally, the proposed ordinance slightly expands the boundaries of AOZs 1-3 in order to reflect the most recent noise exposure analysis performed by the City, which takes into account noise exposure from commercial space launches.

The City has retained outside counsel who has extensive expertise on matters of compatible land use in the vicinity of airports throughout the nation. Counsel has reviewed the proposed airport zoning regulation and determined that, because it is reasonably taken to fulfill an obligation mandated by federal law, it does not trigger the requirements of the Texas Private Real Property Rights Preservation Act, codified at Texas Government Code Section 2007.001, et seq., and accordingly does not require preparation of a Takings Impact Assessment.

City Council Meeting

Item Number: 35

Meeting Date: November 14, 2023, December 12, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.42-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 30, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH MCKENZIE STREET AND WEST FRANCIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; 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)

Purpose:

The applicant, Carl Englestad, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow reduced minimum lot widths for interior lots and a corner lot in the MH, Manufactured Housing District.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The MH, Manufactured Housing District requires an interior lot to have 50 feet of width and a

corner lot to have 55 feet of width. Per the proposed lot widths shown in Exhibit B, a special exception is needed for the applicant to proceed with the proposed replat of this property.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments.

Building: (Approved)

No objections.

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.]

Code Compliance: (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.]

Right-of-way dedication will be required along Francis Ave. during the platting process.

Planning (Approved):

Although the applicant is proposing a reduced lot width, the required lot depth for a lot in the MH is 100 feet. As shown on Exhibit B, the lot depths will exceed this requirement as they will be 140 feet deep. Additionally, the minimum area for a lot in this zoning district is 5,000 square feet. This requirement is also exceeded with the proposed lots being approximately 6,098 square feet.

The Tall City Tomorrow Comprehensive Plan, Chapter 4 - Housing & Neighborhoods, Goals 3 and 4 encourages infill developments to provide affordable and diverse housing options for all income levels. The reduction in the lot width for this property will aid in carrying out these policies within the City of Midland as it will allow the developer to have one more lot while still

meeting the building setbacks.

Staff recommends approval of this request subject to conditions A and B.

Condition:

A. That the Property may be replatted into three lots that each have a minimum lot width of 44 feet as shown in Exhibit "B", which is attached hereto and incorporated herein.

B. For the avoidance of doubt, this ordinance does not allow a reduced minimum lot width except as provided in Subsection A above.

Letters of Objection:

Staff has not received any letters of objection as of November 2, 2023.

Attachments:

Metes & Bounds (Exhibit A)
Site Plan (Exhibit B)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.42-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 30, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH MCKENZIE STREET AND WEST FRANCIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property

described as a 0.42-acre tract of land out of Lot 2, Block 31, Haley Heights Addition, City

and County of Midland, Texas (the "Property"), said Property being more fully described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein. Said special exception shall allow a reduced minimum lot width.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the Property may be replatted into three lots that each have a minimum lot width of 44 feet as shown in Exhibit "B" which is attached hereto and incorporated herein.

B. For the avoidance of doubt, this ordinance does not allow a reduced minimum lot width except as provided in Subsection A above.

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 the avoidance of doubt, this ordinance does not allow a reduced minimum lot width except as provided in Subsection A above.

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 FIVE. If any section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this

City of Midland hereby declares that it would have passed this ordinance and each section

ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading the _____ day of _____, A.D., 2023; and passed to second reading

Council members voting "AYE":

on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 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:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 0.42 ACRE TRACT OF LAND IN LOT 2, BLOCK 30, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS. SAID 0.42 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N:10688583.05, E:1755017.04) IN THE NORTH RIGHT OF WAY LINE OF WEST FRANCIS AVENUE AND IN THE WEST LINE OF A 20.00' ALLEY FOR THE SOUTHEAST CORNER OF THIS TRACT, ALSO BEING THE SOUTHEAST BLOCK CORNER OF SAID BLOCK 30, OF SAID HALEY HEIGHTS ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY TEXAS, AS PER THE MAP OF PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF MIDLAND COUNTY;

THENCE SOUTH 75°33'16" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF SAID WEST FRANCIS AVENUE, 140.00 FEET TO A REINF BAR FOUND MARKED "WPG" IN SAID NORTH RIGHT OF WAY LINE OF SAID WEST FRANCIS AVENUE AND IN THE EAST RIGHT OF WAY LINE OF McKENZIE STREET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°24'14" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF SAID McKENZIE STREET, 132.00 FEET TO A REINF BAR FOUND MARKED "WPG" FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 75°36'16" EAST 140.00 FEET TO A REINF BAR FOUND MARKED "WPG" IN SAID WEST RIGHT OF WAY LINE OF SAID 20.00' ALLEY FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°24'14" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF SAID 20.00' ALLEY, 132.00 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

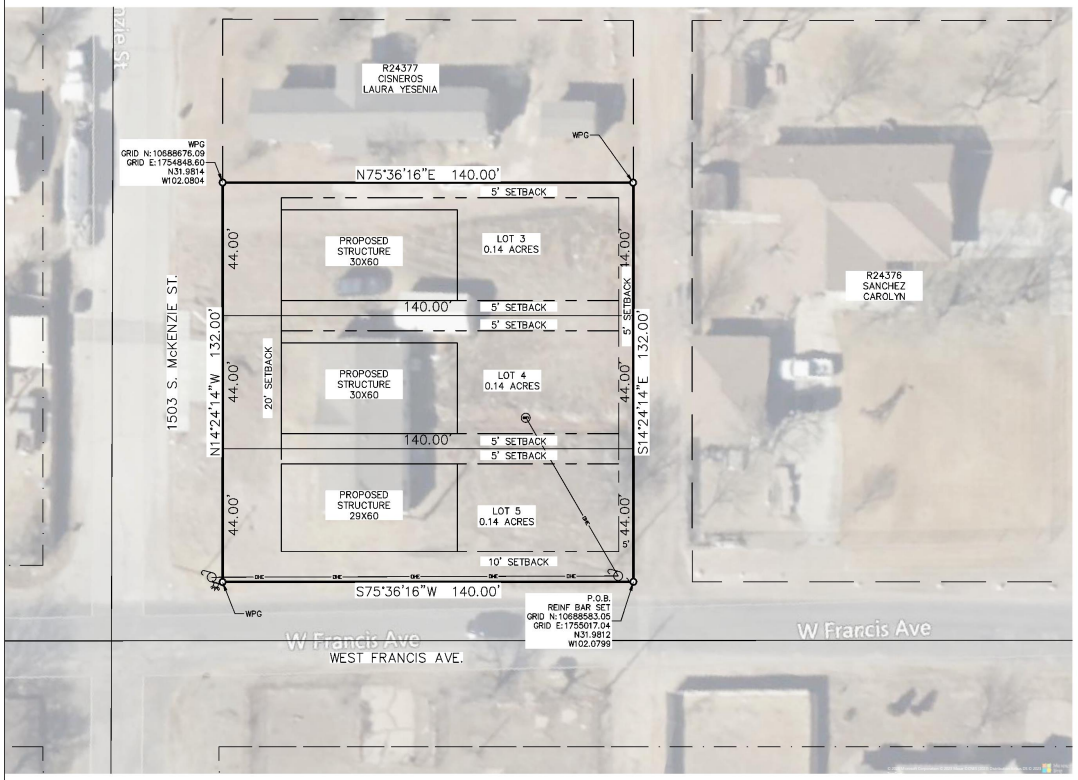


EXHIBIT "B"

SKETCH

HALEY HEIGHTS

BEING A REPLAT OF
0.42 ACRES IN LOT 2, BLOCK 30, HALEY HEIGHTS ADDITION,
CITY AND COUNTY OF MIDLAND, TEXAS.



STATE OF TEXAS §
COUNTY OF MIDLAND §

WHEREAS, WE ARE THE RECORD OWNER(S) OF A TRACT OF LAND SITUATED IN THE NORTHWEST CORNER OF BLOCK 30, LOT 2, HALEY HEIGHTS ADDITION, MIDLAND COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED HEREON.

FIELD NOTE DESCRIPTION OF A 0.42 ACRE TRACT OF LAND, OF LOT 2, BLOCK 30, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS. SAID 0.42 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

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THENCE SOUTH 75°33'16" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF SAID WEST FRANCIS AVENUE, 140.00 FEET TO A REINF BAR FOUND MARKED "WPG" IN SAID NORTH RIGHT OF WAY LINE OF SAID WEST FRANCIS AVENUE AND IN THE EAST RIGHT OF WAY LINE OF McKENZIE STREET FOR THE SOUTHWEST CORNER OF THIS TRACT;

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THENCE SOUTH 14°24'14" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF SAID 20.00' ALLEY, 132.00 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS HALEY HEIGHTS, AN ADDITION OF 0.42 ACRES IN MIDLAND COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEY, AND EASEMENTS, (AND PARKWAYS) SHOWN HEREON.

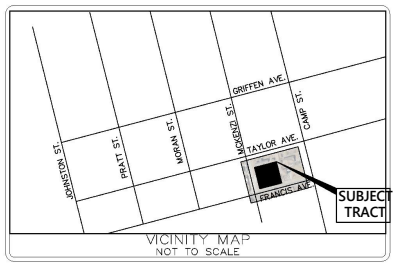
WITNESS MY HAND AT MIDLAND, TEXAS, THIS ____ DAY OF _____, 2023.

_____
CARL ENGLESTAD

STATE OF TEXAS §
COUNTY OF MIDLAND §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS_____DAY OF_____, 2023, BY CARL ENGLESTAD .

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE

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. THIS PROPERTY IS IN FEMA PANEL 48329C0202F WITH AN EFFECTIVE DATE OF SEPTEMBER 16, 2005. PROPERTY IS IN ZONE "X" ACCORDING TO THIS PANEL.

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:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES
- SECTION LINE
- UTILITY EASEMENT
- OHE — OVERHEAD ELECTRIC
- UTILITY POLE
- ELECTRIC METER
- FIRE HYDRANT

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE DIRECTOR OF DEVELOPMENT SERVICES:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF HALEY HEIGHTS, 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

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

CARL ENGLESTAD
4900 SPY GLASS
MIDLAND, TX 79705

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.

"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".

STATE OF TEXAS
RJ DAUM
4826
REGISTERED PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET _____
DATE _____ PAGE _____

GRAPHIC SCALE
0 30 60
(1 INCH = 30' FEET)

NO.	DATE	DESCRIPTION	BY

DRAWN BY: JG DATE: 07/24/2023
CHECKED BY: ED/RJ PROJECT NO.: 79699
JOB NO.: 79,699 SHEET: 1 OF 1

SCHUMANN
ENGINEERING, INC.
A LATERAL LAND COMPANY
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. 10148500
Office (432) 684-5548

FIELD NOTE DESCRIPTION OF A 0.42 ACRE TRACT OF LAND IN LOT 2, BLOCK 30, HALEY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS. SAID 0.42 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

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SKETCH

HALEY HEIGHTS

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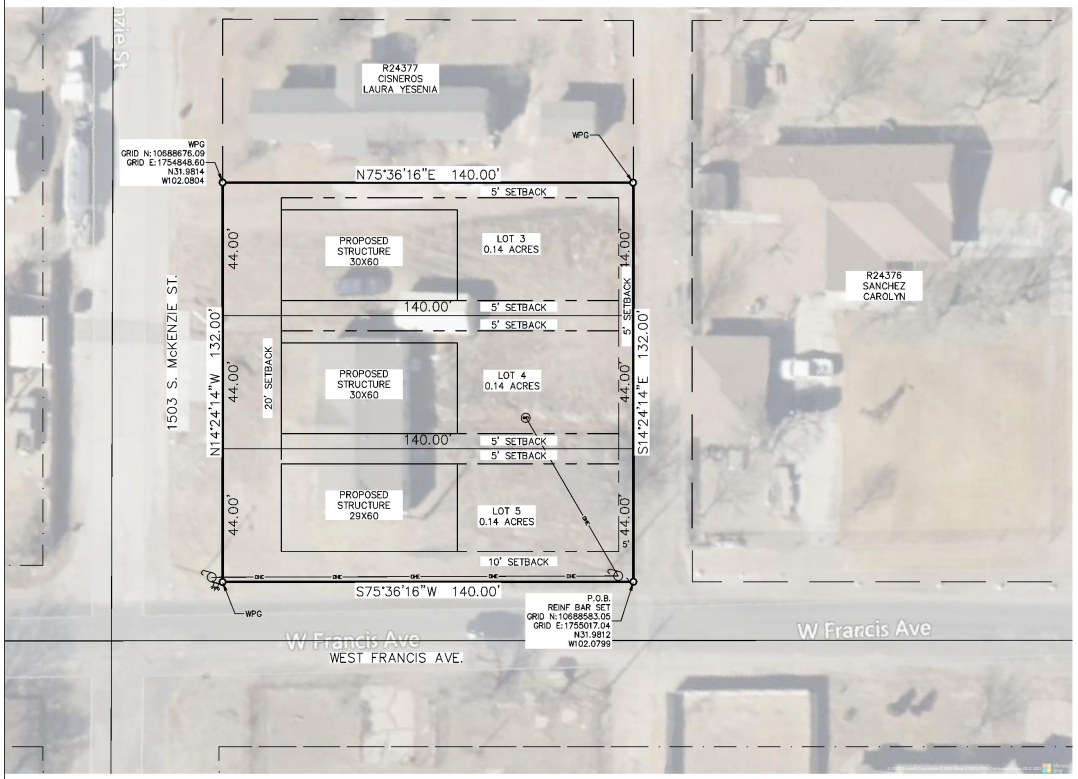

STATE OF TEXAS §
COUNTY OF MIDLAND §

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_____
CARL ENGLESTAD

STATE OF TEXAS §
COUNTY OF MIDLAND §

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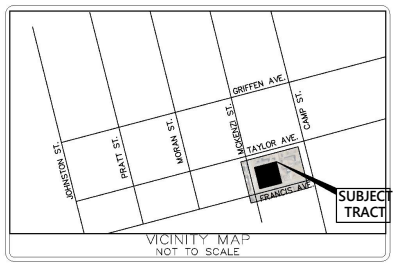
_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE

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FOR APPROVAL BY THE DIRECTOR OF DEVELOPMENT SERVICES:

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SIGNED: _____
CHAIRMAN LUCY SISNIEGA

ATTEST: _____
SECRETARY JEFF FISHER

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES:

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ONCOR ELECTRIC DELIVER COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
OPTIMUM COMMUNICATIONS

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ASTOUND COMMUNICATIONS

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CARL ENGLESTAD
4900 SPY GLASS
MIDLAND, TX 79705

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STATE OF TEXAS
RJ DAUM
4826
REGISTERED PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

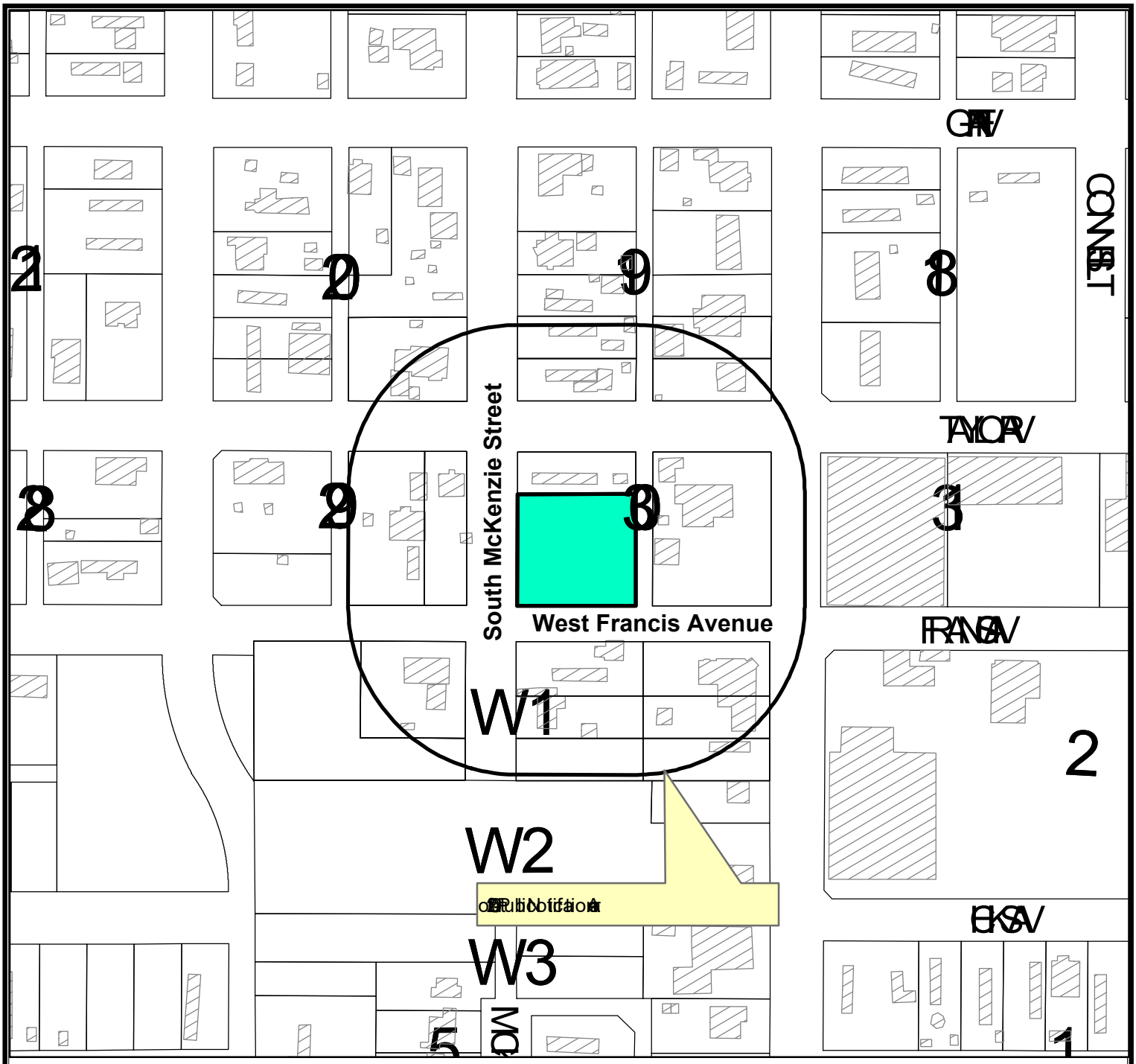
GRAPHIC SCALE
0 30 60
(1 INCH = 30' FEET)

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET _____
DATE _____ PAGE _____

NO.	DATE	DESCRIPTION	BY

DRAWN BY: JG DATE: 07/24/2023
CHECKED BY: ED/RJ PROJECT NO.: 79699
JOB NO.: 79,699 SHEET: 1 OF 1

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. 10148500
Office (432) 684-5548



LOCATION MAP

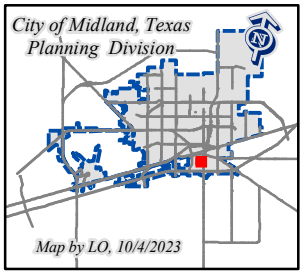
E-23-0102 **Scale: 1" = 2,029**

Consider a request by Carl Englestad for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow reduced minimum lot widths for interior lots and a corner lot in the MH, Manufactured Housing District on a 0.42-acre tract of land out of Lot 2, Block 30, Haley Heights Addition, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of South McKenzie Street and West Francis Avenue (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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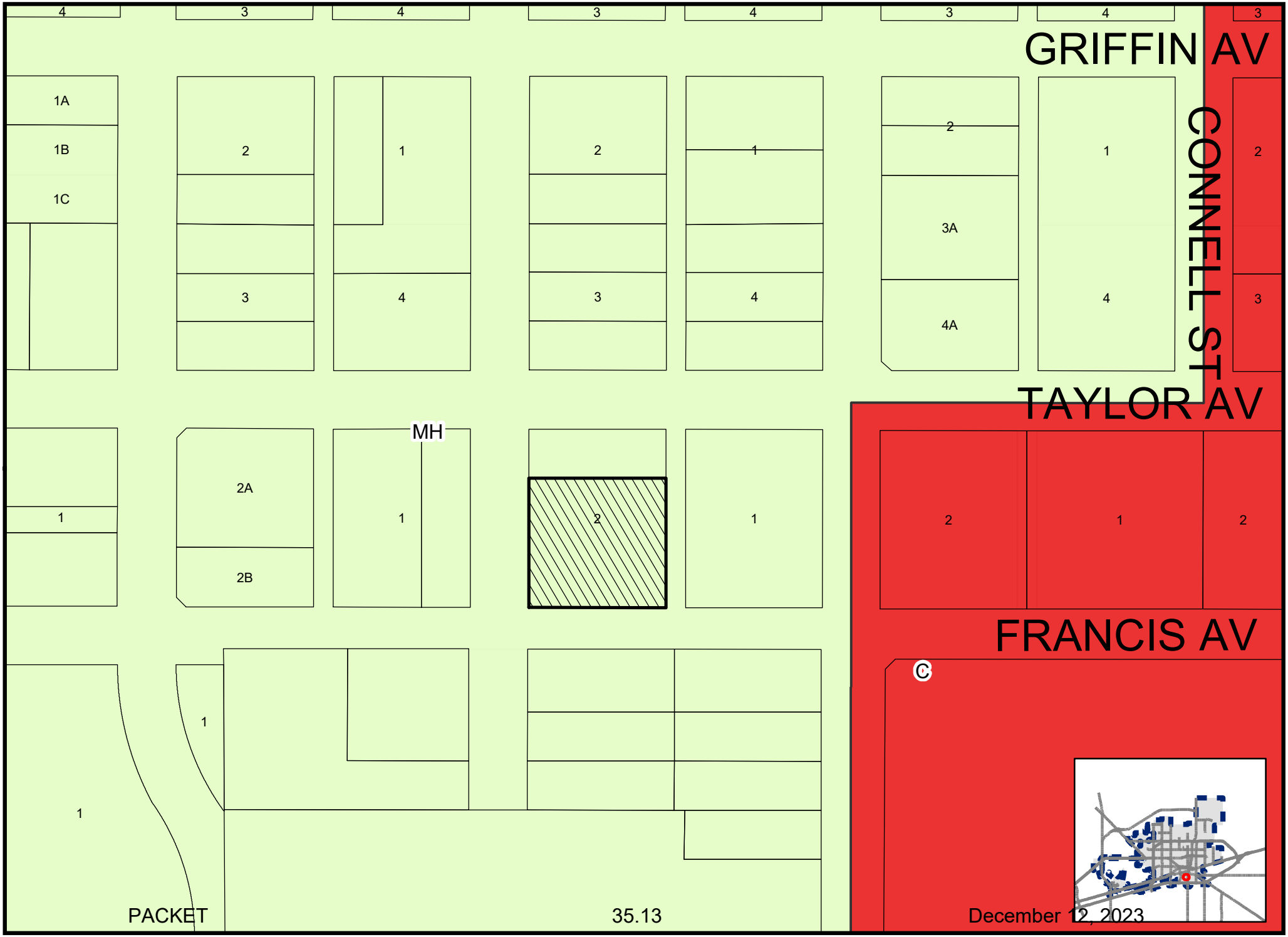
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH, 10/13/2023

E-23-0102

Scale: 1" = 1,474'

ZONING MAP

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MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: E-23-0102

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: CARL ENGLESTAD		Phone (432) 664.2355 Email CARLENGlestad@gmail.com	
Address 4900 SPY GLASS CIRCLE	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: SAME		Phone ( ) Email CARLENGlestad@gmail.com	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1503 S McKENZIE ST

Legal Description LOT 8 002 LESS 50X140

Lot: 002 LESS 50X14 Block: 030 Subdivision: 1 ADDITION HALEY HEIGHTS IN N/W CORNER

Current Zoning: MH

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☑ There are existing nonconforming structures in the area.
- ☑ The addition of architectural or other projections of a minor extent.

Reason for Request: TO ADD 1 MORE MANUFACTURED HOME LOT which would ALLOW AFFORDABLE HOUSING AND ADD ADDITIONAL TAX BASE to CITY through TAXES, WATER, SEWER, TRASH ASKING FOR 3 LOTS

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 7/13/2023
Applicant (printed): CARL ENGLESTAD	
Property Owner (signature):	Date: 7/13/2023
Property Owner (printed): CARL ENGLESTAD	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Carl Englestad who, being by me duly sworn, upon oath says: That (s)he is authorized by Carl Englestad, 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 13th day of July, 20 23, to certify which witness my hand and seal of office.

VERLINDA CRAIG CASEBIER
Notary ID #7783874
My Commission Expires
May 16, 2027

Verlinda Craig Casebier

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Check #_____

Received By: [signature] Date: JUL 24 2023

RECEIVED

****Application will not be considered for scheduling until reviewed by a planner.****






STOP



City Council Meeting

Item Number: 36

Meeting Date: November 14, 2023, December 12, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 14 FEET OF LOT 16, THE ENTIRETY OF LOT 17, AND THE NORTH 10.5 FEET OF LOT 18, BLOCK 2, TEJAS TERRACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH H STREET APPROXIMATELY 150 FEET SOUTH OF STANOLIND AVENUE), BY PERMITTING (1) AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS AND (2) A REDUCED MINIMUM REAR YARD SETBACK; 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Dustin Van Brunt, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 4.09 – Residential Accessory Buildings and Uses,* to all allow a rear yard setback of zero feet for an accessory structure and to allow three accessory structures instead of the maximum of two.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant is making this request to be able to place a covered patio in their backyard behind their pool. Section 4.09.A.1 requires a minimum rear yard setback of five feet. The property also has a playhouse making for a total of three accessory structures on the property. Section 4.09.A.1 allows a maximum of two accessory structures for a property of this size.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments at this time.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Planning (Denied):

The property does not have a hardship that would warrant these exceptions. The exception for a zero rear setback is unsupported and is only being requested because of the existence of another accessory structure.

The request for the allowance of a third accessory structure is also unsupported. There is no hardship that would be caused by the removal of one of the existing accessory structures on the property.

Staff is recommending denial of this special exception, however, should it be approved, staff recommends that it be subject to conditions A and B.

Condition:

A. That the minimum rear yard setback would be zero.

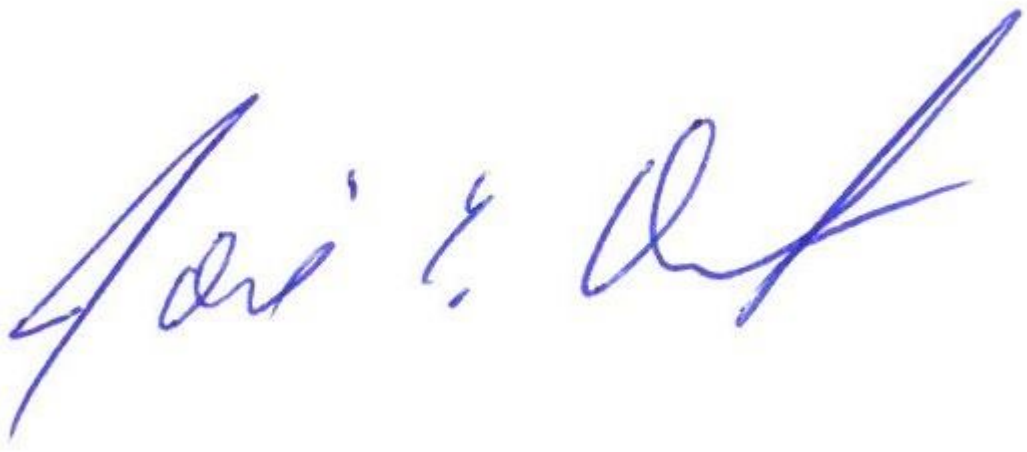
B. That the maximum number of accessory structures allowed shall be three (3).

Letters of Objection:

Staff has not received any letters of objection as of November 2, 2023.

Attachments:

Survey (Exhibit A)
Site Plan (Exhibit B)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE SOUTH 14 FEET OF LOT 16, THE ENTIRETY OF LOT 17, AND THE NORTH 10.5 FEET OF LOT 18, BLOCK 2, TEJAS TERRACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH H STREET APPROXIMATELY 150 FEET SOUTH OF STANOLIND AVENUE), BY PERMITTING (1) AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS AND (2) A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as the south 14 feet of Lot 16, the entirety of Lot 17, and the north 10.5 feet of Lot 18, Block 2, Tejas Terrace Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow (1) an increased maximum number of accessory buildings and (2) a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the maximum number of accessory buildings on the Property shall be three.

B. That the minimum rear yard setback shall be zero feet (0').

C. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

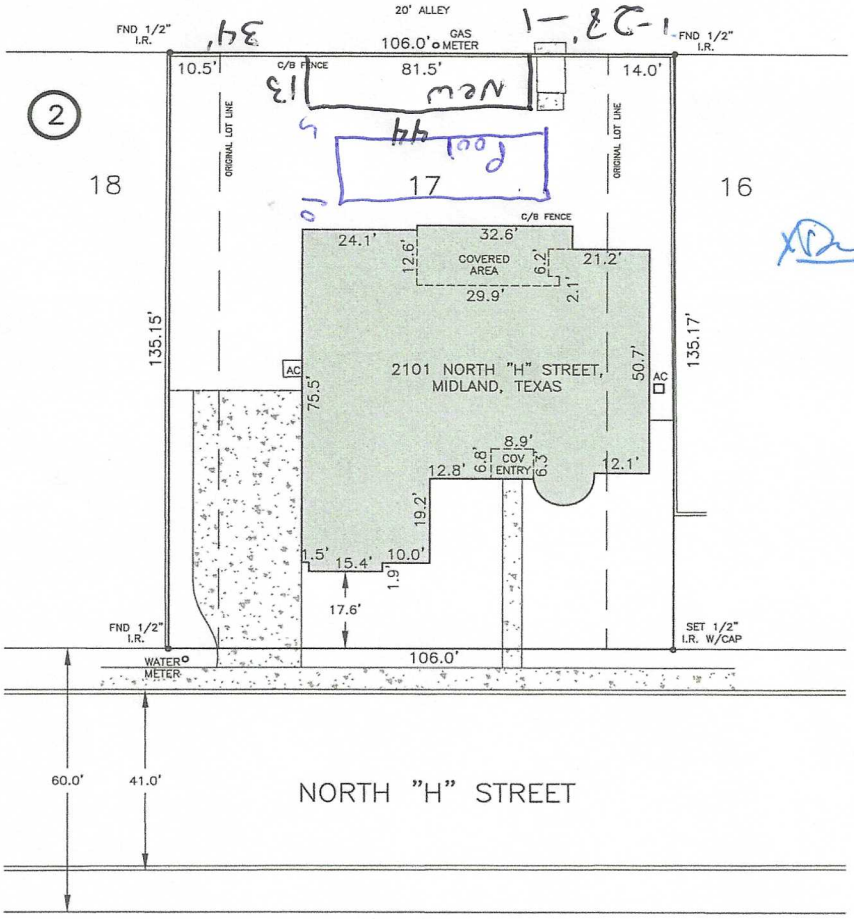
_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney


N H St
Google
11'
15
New
Proposed 3rd accessory structure
Requested 0 feet setback
Layers

EXHIBIT "A"



PLAT

OF

THE SOUTH 14 FEET (S14') OF LOT SIXTEEN, ALL OF LOT SEVENTEEN (17), AND THE NORTH TEN AND 1/2 FEET (N/10.5') OF LOT EIGHTEEN (18), BLOCK TWO (2), TEJAS TERRACE, AN ADDITION TO THE THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

BLANKET RIGHTS-OF-WAY
VOL. 37, P. 324
VOL. 42, P. 147
VOL. 55, P. 506

30 0 30 60 90 FEET

SURVEY PLAT FOR: DUSTIN J. VAN BRUNT AND COURTNEY VAN BRUNT

TO LIEN HOLDER ISSUING THE INSURANCE UNDERWRITER AND STEWART TITLE, MIDLAND, TEXAS

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION AND G.F. 251509 AS NOTED.

PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

Michael L McBrayer

REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
REGISTERED
MICHAEL L. McBRAYER
4161
PROFESSIONAL
LAND SURVEYOR

FILED IN PLAT CABINET B, PAGE 149, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL 48329C0088F DATED SEPTEMBER 16, 2005.

Stored: 19021225

BRADSHAW AND ASSOCIATES, INC.
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS
FIRM # 10122900/10122901
4400 N. BIG SPRING SUITE A-8
MIDLAND, TEXAS 79705
PHONE (432)682-4400 FAX (432)682-7997

	Drawn	Chkd	Surveyed
By	VR	MLM	GB/CH
Date	3-5-2019	3-6-2019	3-4-2019


N H St
11'
15
New
Proposed 3rd accessory structure
Requested 0 feet setback
Google
Layers

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: E-23-0107

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Dustin Van Brunt		Phone (832) 367-2112 Email dvanbrunt90@yahoo.com	
Address 2101 N. H Street	City Midland	State TX	Zip 79705

Property Owner Printed Name: Dustin Van Brunt		Phone (832) 367-2112 Email dvanbrunt90@yahoo.com	
Address 2101 N. H Street	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Dustin Van Brunt		Phone ( ) Email	
Address	City	State	Zip

Street Address: 2101 N. H Street

The South 14 feet (S 14') of Lot sixteen, all of lot seventeen (17), and the north ten and 1/2 feet (N/10.5') of lot eighteen (18), Block two (2), Tejas Terrace, an addition to the City of Midland, Midland County, Texas

Legal Description

Lot: 18 Block: 2 Subdivision: Tejas Terrace, an addition to the city of Midland, Midland county, Texas

Current Zoning: Residential

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ■ There are existing nonconforming structures in the area.
- ■ The addition of architectural or other projections of a minor extent.

Reason for Request: Would like to build outdoor kitchen, patio cover, and fireplace to rear property line

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 9/18/23
Applicant (printed): Dustin Van Brunt	
Property Owner (signature):	Date: 9/18/23
Property Owner (printed) : Dustin Van Brunt	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Dustin Van Brunt who, being by me duly sworn, upon oath says: That (s)he is authorized by self, 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 18th day of September, 2023, to certify which witness my hand and seal of office.

JEANETTE REYES
Notary ID #130996966
My Commission Expires
February 7, 2025

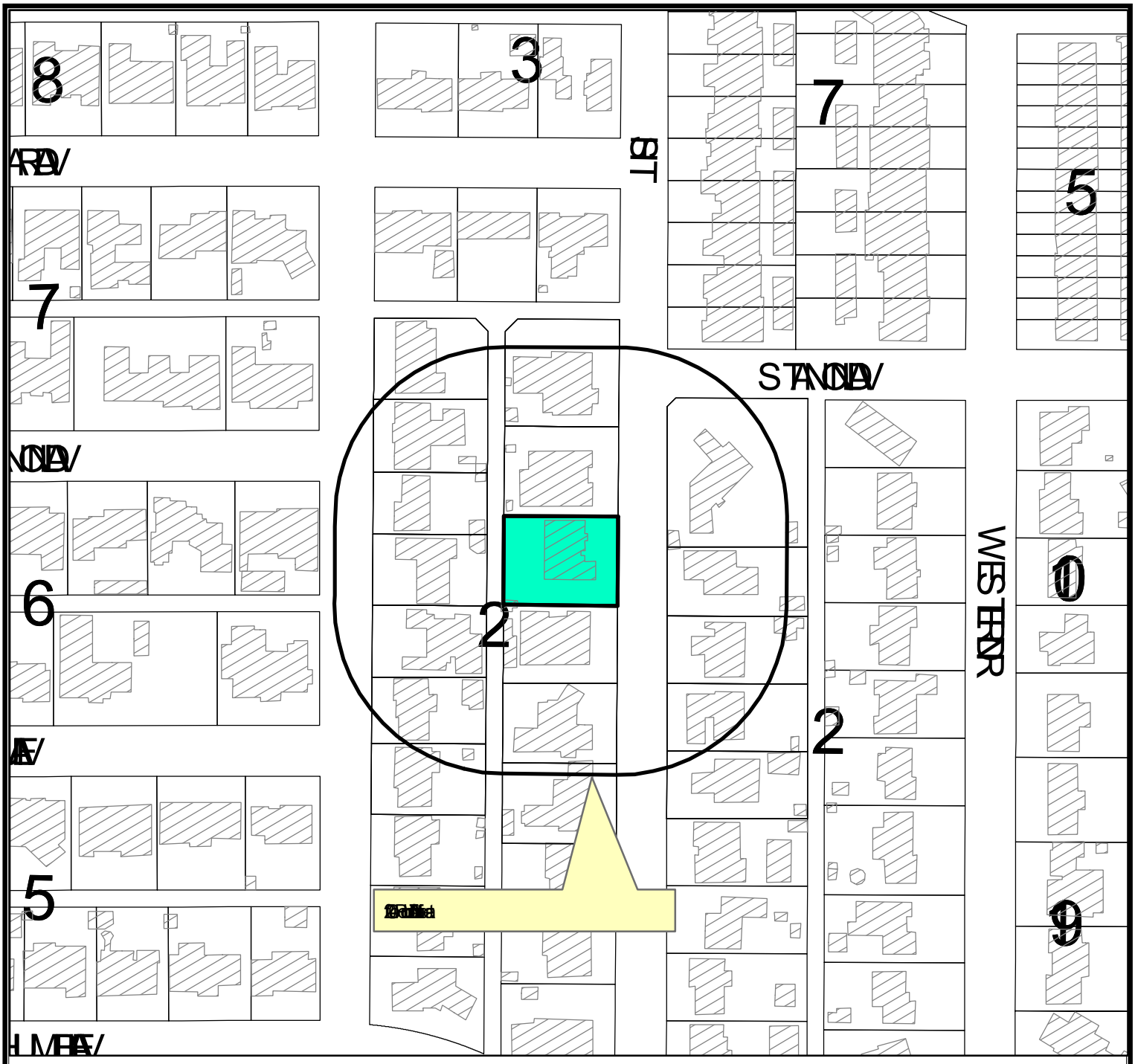
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 391	
Received By:	Date: RECEIVED SEP 18 2023

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

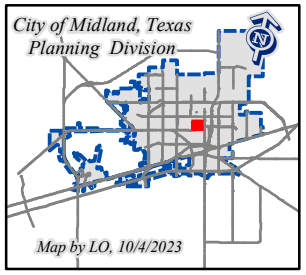
E-23-0107 **Scale: 1" = 2,029'**

Consider a request by Dustin Van Brunt for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09.A.1 – Residential Accessory Buildings and Uses to allow a reduced minimum rear yard setback for an accessory structure and to allow 3 accessory structures instead of the maximum of 2 on the south 14 feet of Lot 16, the entirety Lot 17, and the north 10.5 feet of Lot 18, Block 2, Tejas Terrace, City and County of Midland, Texas.

Generally located on the west side of North H Street approximately [illegible] feet south of Stanolind Avenue (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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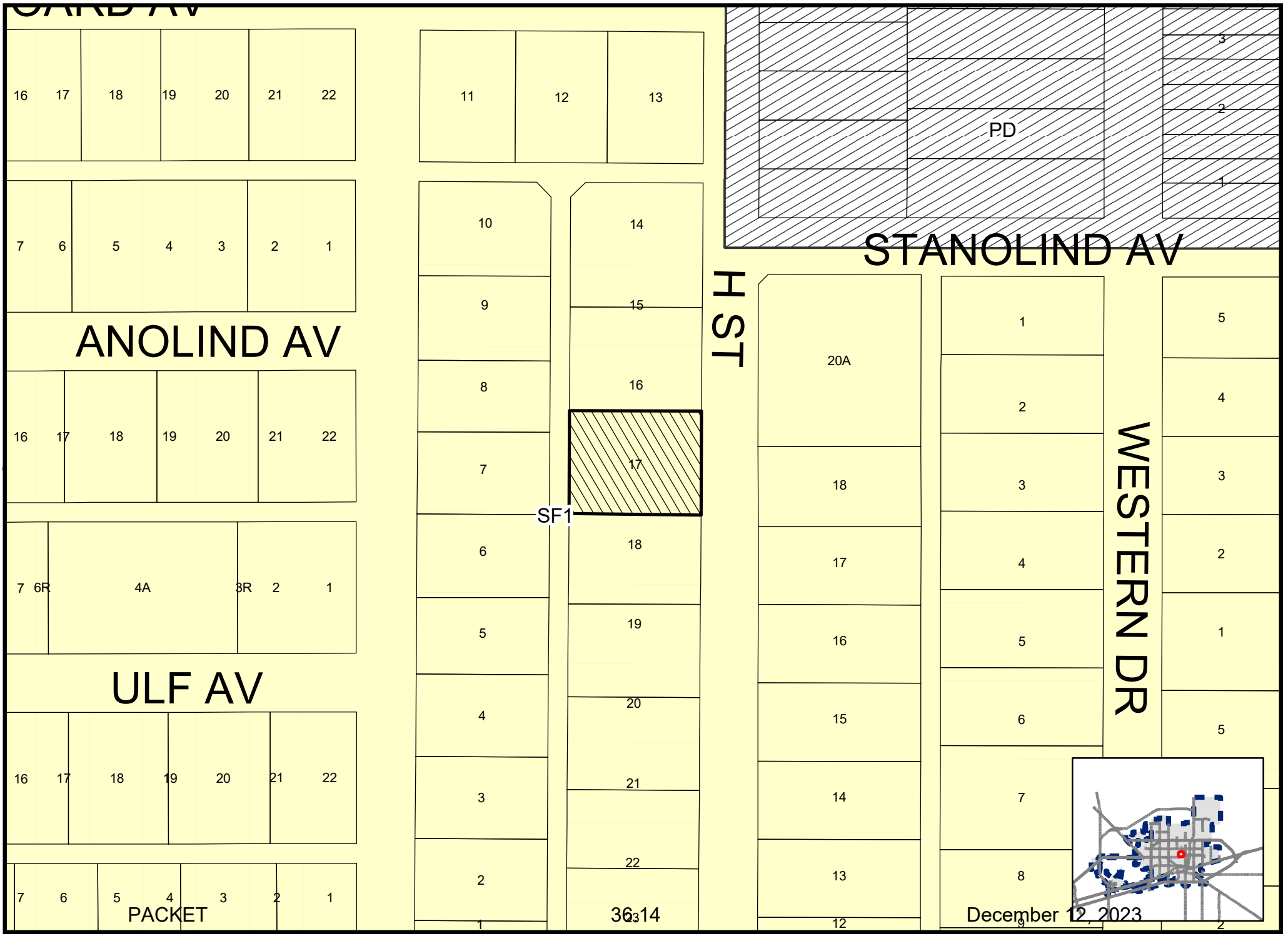

Map By DH, 10/13/2023

E-23-0107

Scale: 1" = 4,474'

ZONING MAP

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City Council Meeting

Item Number: 37

Meeting Date: November 14, 2023, December 12, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.159-ACRE PORTION OF ROPE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, ADOBE MEADOWS ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF ROPE STREET, APPROXIMATELY 435 FEET NORTH OF MOCKINGBIRD LANE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $477.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Thais Ahlstrand, is requesting to vacate a 0.159-acre portion of Rope Street right-of-way located adjacent to Lot 1, Block 1, Adobe Meadows, Section 8, City and County of Midland, Texas in order to add parking to the site.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is a total value of $477.00.

Discussion:

The applicant is seeking to vacate a 0.159-acre (6,947 square feet) of the Rope Street right-of-way to expand the parking and expand their property boundary to remove current improvements (parking and tower) out of the City's right-of-way that were previously allowed using a right-of-way license which will be expiring soon.

The Midland Central Appraisal District's appraisal of this land at a total of $477.00 using the formula of .159 x $3,000.

The property owner will replat Lot 1, Block 1, Adobe Meadows, Section 8 to include the .159-acre right-of-way being vacated as one lot.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objection to vacation request.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comment

AT&T: (Approved)

We have no issues here.

Atmos: (Approved)

Atmos Energy currently has facilities located within the above-described Right of Way of Rope Street. We currently have a gas main that crosses a portion of the proposed vacate area. Atmos would have no objection to this vacation if a 10ft. gas utility easement is maintained within the existing portion where we cross.

Astound: (Approved)

We only have services within the apartment complex.

Oncor: (Approved)

Oncor has underground facilities immediately impacted by the entrance reroute. Oncor can provide a cost to the developer to adjust the location of such facilities if this projects moves forwards.

Altice USA: (Approved)

Optimum does not have any utilities running through the property.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of this vacation subject to conditions A through C.

Conditions:

A. **That the value of the property shall be $477.00.**

B. **That an accessible nonexclusive utility easement is retained.**

C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of November 3, staff has not received any letters of objection to this request.

Attachments:

Metes & Bounds (Exhibit A)
Vacation Survey (Exhibit B)
Application
Maps
Responses from Franchise Utility Companies

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.159-ACRE PORTION OF ROPE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, ADOBE MEADOWS ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF ROPE STREET, APPROXIMATELY 435 FEET NORTH OF MOCKINGBIRD LANE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $477.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.159-acre portion of Rope Street right-of-way located adjacent to Lot 1, Block 1, Adobe Meadows Addition, Section 8, City and County of Midland, Texas, as described in Exhibits "A" and "B" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Assistant City Manager has appraised the value of the City's property interest in the Property at $477.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in

the Property, and this ordinance in no way affects any private easement or access easement

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum which abutting property owners may have in the Property.

B. a replat of the Property is approved by the City of Midland and filed of $477.00; and and

SECTION THREE. That the City herein retains an accessible nonexclusive utility recorded with the County Clerk of Midland County, Texas.

easement across, through, over, under, on and along the Property until all entities that were

using the Property for utility purposes as of the date of approval of this SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two ordinance have abandoned their uses of the Property.

hereof, the City Secretary is hereby authorized and directed to file a certified copy of this

The above and foregoing ordinance was duly proposed, read in full and adopted on ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the

first reading, the _____ day of _____, A.D., 2023; and passed to second reading Official Records of Midland County, Texas.

on motion of Council member Council members voting "AYE": _____, seconded by Council member

Council members voting "NAY": _____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by meeting of the City Council:

Council

member _____, on the _____ day of _____, A.D., 2023, at a regular

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:

_____

Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

CTLS
Cross Texas Land Services,Inc

PROPOSED STREET VACATE

LEGAL DESCRIPTION: Being 0.159 acres (6,947 sq. ft.) of land, being the east half of that certain portion of Rope Street (60' wide right of way) located between Lot 14, Block 2, Adobe Meadows, Section 2, recorded in Cabinet C, Page 171, of the Plat Records of Midland County, Texas, and Lot 1, Block 1, Adobe Meadows, Section 8, recorded in Cabinet L, Page 135, of the said Plat Records; Said 0.159 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in July/August 2023:

BEGINNING at a 1/2 inch iron rod set in the east right of way line of said Rope Street, for the southwest corner of Rope Street (40' wide right of way), for the most easterly northwest corner of said Lot 1, for the northeast corner hereof, from which a 1/2 inch iron rod found for the northeast corner of said Lot 1 bears North 75°39'25" East, a distance of 416.87 feet;

THENCE along the east right of way of said Rope Street (60') and the upper west line of said Lot 1, and along a curve to the left with a radius of 190.44 feet, an arc length of 72.82 feet, and a chord bearing and distance of South 33°46'14" East, 72.37 feet to a "X" marked in concrete found in the east right of way of said Rope Street (60') and the upper west line of said Lot 1, for an angle point in the east line hereof;

THENCE along the east right of way of said Rope Street (60') and the upper west line of said Lot 1, and along a curve to the right with a radius of 528.93 feet, an arc length of 158.77 feet, and a chord bearing and distance of South 36°06'48" East, 158.18 feet the southeast corner of said Rope Street (60'), an ell corner of said Lot 1, for the southeast corner hereof;

THENCE South 75°34'44" West, along the south line of said Rope Street (60') and the lower north line of said Lot 1, a distance of 30.85 feet to a 1/2 inch iron rod set in the center of the south line of said Rope Street (60') and in the lower north line of said Lot 1, for the southwest corner hereof, from which a 1/2 inch iron rod with cap marked "Maverick" found in the lower north line of said Lot 1, for the southwest corner of said Rope Street (60') bears South 75°34'44" West, a distance of 30.88 feet;

THENCE along the centerline of said Rope Street (60') and along a curve to the left with a radius of 498.93 feet, an arc length of 142.77 feet, and a chord bearing and distance of

North 36°30'52" West, 142.29 feet to a 1/2 inch iron rod set in the centerline of said Rope Street (60'), for an angle point in the west line hereof;

THENCE along the centerline of said Rope Street (60') and along a curve to the right with a radius of 220.44 feet, an arc length of 88.75 feet, and a chord bearing and distance of North 33°11'25" West, 88.15 feet to a "X" marked in concrete set in the centerline of said Rope Street (60'), for the northwest corner hereof, from which a 1/2 inch iron rod set in the east line of said Lot 14, in the west line of said Rope Street (60') bears North 75°39'25" West, a distance of 30.14 feet;

THENCE North 75°39'25" East, crossing said Rope Street and along the same bearing of a line extension of the most northerly north line of said Lot 1, a distance of 30.29 feet to the POINT OF BEGINNING, and containing 0.159 acres, more or less, and as shown on the certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone and are derived from GPS techniques. Iron Rod set are 1/2-inch rod with plastic caps marked "CTLS".

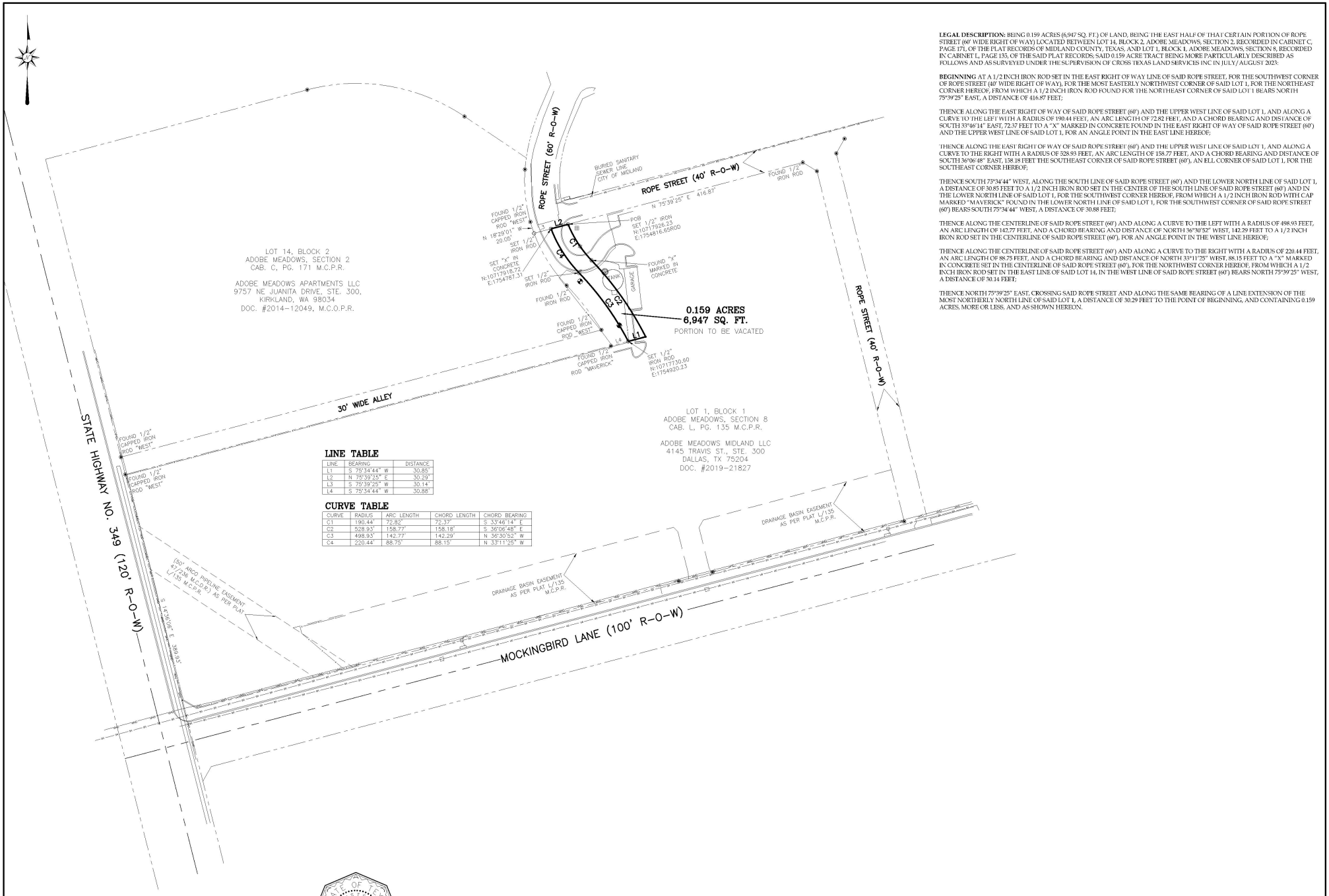
Surveyed by:



August 28, 2023

Thais Watson Ahlstrand, R.P.L.S. #6359
702 Rio Grande, Ste. #301, Austin, TX 78701 – (512-965-2878)
Firm#100248-00
Job#23-50122

EXHIBIT "B"



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 75°34'44" W	30.85'
L2	N 75°39'25" E	30.29'
L3	S 75°39'25" W	30.14'
L4	S 75°34'44" W	30.88'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	190.44'	72.82'	72.37'	S 33°46'14" E
C2	528.93'	158.77'	158.18'	S 36°06'48" E
C3	498.93'	142.77'	142.29'	N 36°30'52" W
C4	220.44'	88.75'	88.15'	N 33°11'25" W

LEGAL DESCRIPTION: BEING 0.159 ACRES (6,947 SQ. FT.) OF LAND, BEING THE EAST HALF OF THAT CERTAIN PORTION OF ROPE STREET (60' WIDE RIGHT OF WAY) LOCATED BETWEEN LOT 14, BLOCK 2, ADOBE MEADOWS, SECTION 2, RECORDED IN CABINET C, PAGE 171, OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND LOT 1, BLOCK 1, ADOBE MEADOWS, SECTION 8, RECORDED IN CABINET L, PAGE 135, OF THE SAID PLAT RECORDS; SAID 0.159 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC IN JULY/ AUGUST 2023:

BEGINNING AT A 1/2 INCH IRON ROD SET IN THE EAST RIGHT OF WAY LINE OF SAID ROPE STREET, FOR THE SOUTHWEST CORNER OF ROPE STREET (40' WIDE RIGHT OF WAY), FOR THE MOST EASTERLY NORTHWEST CORNER OF SAID LOT 1, FOR THE NORTHEAST CORNER HEREOF; FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 BEARS NORTH 75°39'25" EAST, A DISTANCE OF 416.87 FEET;

THENCE ALONG THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 190.44 FEET, AN ARC LENGTH OF 72.82 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 33°46'14" EAST, 72.37 FEET TO A "X" MARKED IN CONCRETE FOUND IN THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, FOR AN ANGLE POINT IN THE EAST LINE HEREOF;

THENCE ALONG THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 528.93 FEET, AN ARC LENGTH OF 158.77 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 36°06'48" EAST, 158.18 FEET THE SOUTHEAST CORNER OF SAID ROPE STREET (60'), AN ELL CORNER OF SAID LOT 1, FOR THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 75°34'44" WEST, ALONG THE SOUTH LINE OF SAID ROPE STREET (60') AND THE LOWER NORTH LINE OF SAID LOT 1, A DISTANCE OF 30.85 FEET TO A 1/2 INCH IRON ROD SET IN THE CENTER OF THE SOUTH LINE OF SAID ROPE STREET (60') AND IN THE LOWER NORTH LINE OF SAID LOT 1, FOR THE SOUTHWEST CORNER HEREOF, FROM WHICH A 1/2 INCH IRON ROD WITH CAP MARKED "MAVERICK" FOUND IN THE LOWER NORTH LINE OF SAID LOT 1, FOR THE SOUTHWEST CORNER OF SAID ROPE STREET (60') BEARS SOUTH 75°34'44" WEST, A DISTANCE OF 30.88 FEET;

THENCE ALONG THE CENTERLINE OF SAID ROPE STREET (60') AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 498.93 FEET, AN ARC LENGTH OF 142.77 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 36°30'52" WEST, 142.29 FEET TO A 1/2 INCH IRON ROD SET IN THE CENTERLINE OF SAID ROPE STREET (60'), FOR AN ANGLE POINT IN THE WEST LINE HEREOF;

THENCE ALONG THE CENTERLINE OF SAID ROPE STREET (60') AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 220.44 FEET, AN ARC LENGTH OF 88.75 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 33°11'25" WEST, 88.15 FEET TO A "X" MARKED IN CONCRETE SET IN THE CENTERLINE OF SAID ROPE STREET (60'), FOR THE NORTHWEST CORNER HEREOF, FROM WHICH A 1/2 INCH IRON ROD SET IN THE EAST LINE OF SAID LOT 14, IN THE WEST LINE OF SAID ROPE STREET (60') BEARS NORTH 75°39'25" WEST, A DISTANCE OF 30.14 FEET;

THENCE NORTH 75°39'25" EAST, CROSSING SAID ROPE STREET AND ALONG THE SAME BEARING OF A LINE EXTENSION OF THE MOST NORTHERLY NORTH LINE OF SAID LOT 1, A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.159 ACRES, MORE OR LESS, AND AS SHOWN HEREON.

CTLS
Cross Texas Land Services, LLC
702 RIO GRANDE, #301, AUSTIN, TX 78701
512-965-2878
TX. FIRM REG. #100248-00
www.crosstexaslandservices.com

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF SURVEY. THIS SURVEY IS MADE OR INTENDED FOR THE BENEFIT OF THE PARTY NAMED HEREON. EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

REVISED 10/13/23
AUGUST 28, 2023
THAIS WATSON AHLSTRAND, RPLS #6359 — DATE

STATE OF TEXAS — THAIS WATSON AHLSTRAND — 6359 — REGISTERED PROFESSIONAL LAND SURVEYOR

0' 100' 200' 300'

NOTE:
1. BEARINGS, DISTANCES & ACREAGE SHOWN HEREON ARE GRID, NAD 83(2011)–HARN, LAMBERT GRID COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM, "TEXAS CENTRAL ZONE", UTILIZING NGS OPUS SOLUTION.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
3. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "CTLS"
4. THIS SURVEY IS A BOUNDARY SURVEY ONLY AND IS NOT AN ENGINEERING DESIGN SURVEY. NO IMPROVEMENTS AND/OR EASEMENTS ARE SHOWN HEREON.
5. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

LEGEND:
BOUNDARY LINE
ADJOINER LINE
SURVEY LINE
BURIED UTILITY LINE
OVERHEAD UTILITY LINE
FENCE
P.U.E. PUBLIC UTILITY EASEMENT
B.L. BUILDING SETBACK LINE
(BRG.-DIST.) RECORD CALL
CALC POINT
1/2" IRON ROD W/CAP FOUND
MONUMENT
ATMOS BGL
UTILITY POLE
WATER WELL/METER
MANHOLE
ELECTRIC BOX/METER
LIGHT POLE
TELEPHONE/CABLE PEDESTAL
M.C.P.R. – MIDLAND COUNTY PLAT RECORDS
M.C.D.R. – MIDLAND COUNTY DEED RECORDS
M.C.O.P.R. – MIDLAND COUNTY OFFICIAL PUBLIC RECORDS

REFERENCE: STILLWATER CAPITAL INVESTMENTS, LLC
PROPOSED VACATE OF ROAD
LEGAL DESCRIPTION:
0.159 ACRES (6,947 SQ. FT.) OF LAND, BEING THE EAST HALF OF THAT CERTAIN PORTION OF ROPE STREET (60' WIDE RIGHT OF WAY) LOCATED BETWEEN LOT 14, BLOCK 2, ADOBE MEADOWS, SECTION 2, RECORDED IN CABINET C, PAGE 171, OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND LOT 1, BLOCK 1, ADOBE MEADOWS, SECTION 8, RECORDED IN CABINET L, PAGE 135, OF THE SAID PLAT RECORDS.
JOB NO. 23-50122 REV. 1
DRAWN BY: TA

MIDLAND
Feel the Energy!

Office of the City Manager

November 7, 2023

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.159-acre portion of Rope Street right-of-way located adjacent to Lot 1, Block 1, Adobe Meadows Addition, Section 8, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $477.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Jose Ortiz
Assistant City Manager

EXHIBIT "C"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

CTLS
Cross Texas Land Services,Inc

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BEGINNING at a 1/2 inch iron rod set in the east right of way line of said Rope Street, for the southwest corner of Rope Street (40' wide right of way), for the most easterly northwest corner of said Lot 1, for the northeast corner hereof, from which a 1/2 inch iron rod found for the northeast corner of said Lot 1 bears North 75°39'25" East, a distance of 416.87 feet;

THENCE along the east right of way of said Rope Street (60') and the upper west line of said Lot 1, and along a curve to the left with a radius of 190.44 feet, an arc length of 72.82 feet, and a chord bearing and distance of South 33°46'14" East, 72.37 feet to a "X" marked in concrete found in the east right of way of said Rope Street (60') and the upper west line of said Lot 1, for an angle point in the east line hereof;

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Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone and are derived from GPS techniques. Iron Rod set are 1/2-inch rod with plastic caps marked "CTLS".

Surveyed by:



August 28, 2023

Thais Watson Ahlstrand, R.P.L.S. #6359
702 Rio Grande, Ste. #301, Austin, TX 78701 – (512-965-2878)
Firm#100248-00
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CTLS
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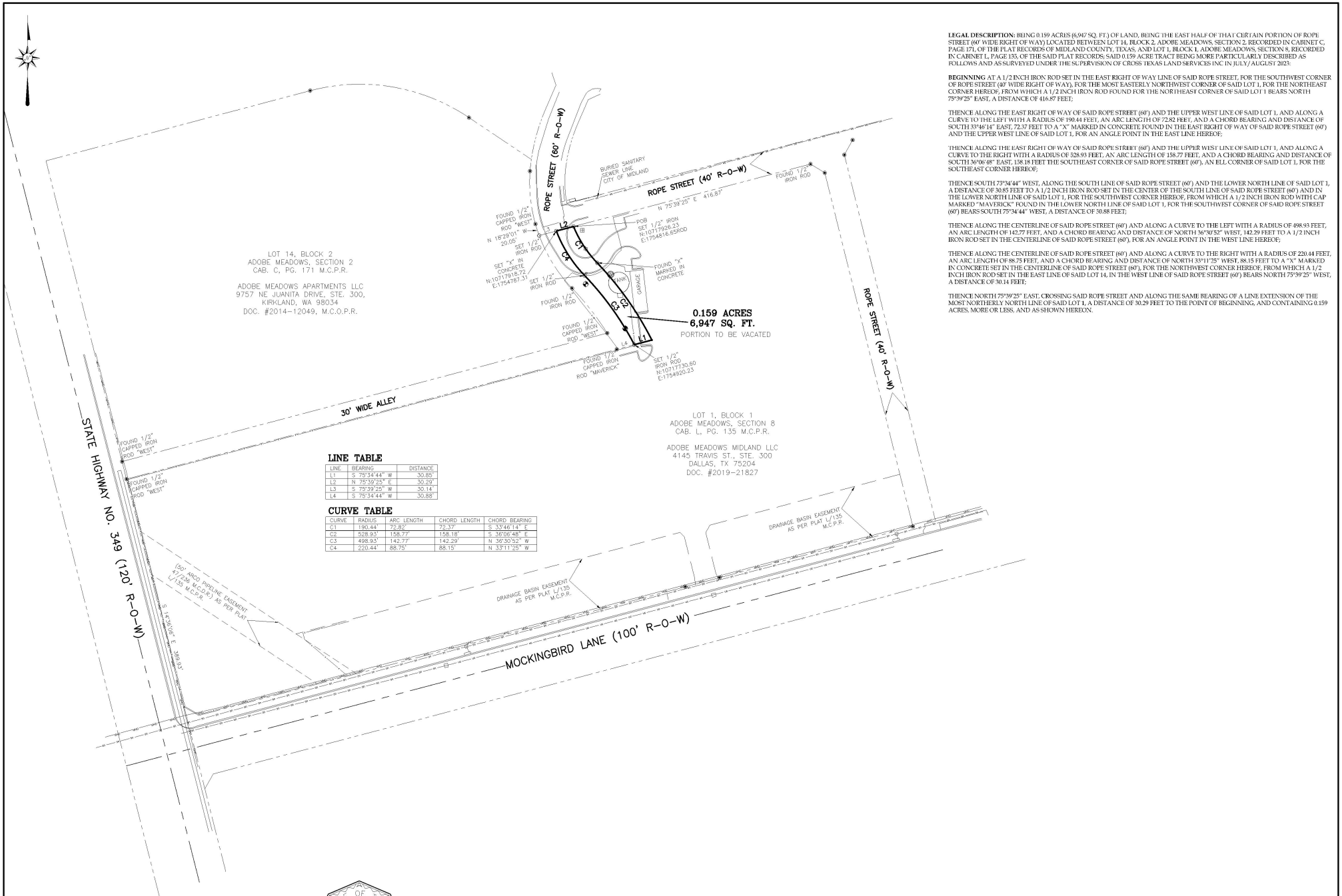

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 75°34'44" W	30.85'
L2	N 75°39'25" E	30.29'
L3	S 75°39'25" W	30.14'
L4	S 75°34'44" W	30.88'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
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THENCE ALONG THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 190.44 FEET, AN ARC LENGTH OF 72.82 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 33°46'14" EAST, 72.37 FEET TO A "X" MARKED IN CONCRETE FOUND IN THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, FOR AN ANGLE POINT IN THE EAST LINE HEREOF;

THENCE ALONG THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 528.93 FEET, AN ARC LENGTH OF 158.77 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 36°06'48" EAST, 158.18 FEET THE SOUTHEAST CORNER OF SAID ROPE STREET (60'), AN ELL CORNER OF SAID LOT 1, FOR THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 75°34'44" WEST, ALONG THE SOUTH LINE OF SAID ROPE STREET (60') AND THE LOWER NORTH LINE OF SAID LOT 1, A DISTANCE OF 30.85 FEET TO A 1/2 INCH IRON ROD SET IN THE CENTER OF THE SOUTH LINE OF SAID ROPE STREET (60') AND IN THE LOWER NORTH LINE OF SAID LOT 1, FOR THE SOUTHWEST CORNER HEREOF, FROM WHICH A 1/2 INCH IRON ROD WITH CAP MARKED "MAVERICK" FOUND IN THE LOWER NORTH LINE OF SAID LOT 1, FOR THE SOUTHWEST CORNER OF SAID ROPE STREET (60') BEARS SOUTH 75°34'44" WEST, A DISTANCE OF 30.88 FEET;

THENCE ALONG THE CENTERLINE OF SAID ROPE STREET (60') AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 498.93 FEET, AN ARC LENGTH OF 142.77 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 36°30'52" WEST, 142.29 FEET TO A 1/2 INCH IRON ROD SET IN THE CENTERLINE OF SAID ROPE STREET (60'), FOR AN ANGLE POINT IN THE WEST LINE HEREOF;

THENCE ALONG THE CENTERLINE OF SAID ROPE STREET (60') AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 220.44 FEET, AN ARC LENGTH OF 88.75 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 33°11'25" WEST, 88.15 FEET TO A "X" MARKED IN CONCRETE SET IN THE CENTERLINE OF SAID ROPE STREET (60'), FOR THE NORTHWEST CORNER HEREOF, FROM WHICH A 1/2 INCH IRON ROD SET IN THE EAST LINE OF SAID LOT 14, IN THE WEST LINE OF SAID ROPE STREET (60') BEARS NORTH 75°39'25" WEST, A DISTANCE OF 30.14 FEET;

THENCE NORTH 75°39'25" EAST, CROSSING SAID ROPE STREET AND ALONG THE SAME BEARING OF A LINE EXTENSION OF THE MOST NORTHERLY NORTH LINE OF SAID LOT 1, A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.159 ACRES, MORE OR LESS, AND AS SHOWN HEREON.

CTLS
Cross Texas Land Services, LLC
702 RIO GRANDE, #301, AUSTIN, TX 78701
512-965-2878
TX. FIRM REG. #100248-00
www.crosstexaslandservices.com

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

REVISED 10/13/23
AUGUST 28, 2023

THAIS WATSON AHLSTRAND, RPLS #6359 — DATE

STATE OF TEXAS — REGISTERED — THAIS WATSON AHLSTRAND — 6359 — PROFESSIONAL LAND SURVEYOR

0' 100' 200' 300'

NOTE:
1. BEARINGS, DISTANCES & ACREAGE SHOWN HEREON ARE GRID, NAD 83(2011)–HARN, LAMBERT GRID COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM, "TEXAS CENTRAL ZONE", UTILIZING NGS OPUS SOLUTION.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.

3. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "CTLS"

4. THIS SURVEY IS A BOUNDARY SURVEY ONLY AND IS NOT AN ENGINEERING DESIGN SURVEY. NO IMPROVEMENTS AND/OR EASEMENTS ARE SHOWN HEREON.

5. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

LEGEND:
- BOUNDARY LINE
- ADJOINER LINE
- SURVEY LINE
- BURIED UTILITY LINE
- OVERHEAD UTILITY LINE
- FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- B.L. BUILDING SETBACK LINE
- (BRG.-DIST.) RECORD CALL
- CALC POINT
- 1/2" IRON ROD W/CAP FOUND
- MONUMENT
- ATMOS BIG LINE MARKER
- UTILITY POLE
- WATER WELL/METER
- MANHOLE
- ELECTRIC BOX/METER
- LIGHT POLE
- TELEPHONE/CABLE PEDESTAL
- M.C.P.R. – MIDLAND COUNTY PLAT RECORDS
- M.C.D.R. – MIDLAND COUNTY DEED RECORDS
- M.C.O.P.R. – MIDLAND COUNTY OFFICIAL PUBLIC RECORDS

REFERENCE: STILLWATER CAPITOL INVESTMENTS, LLC

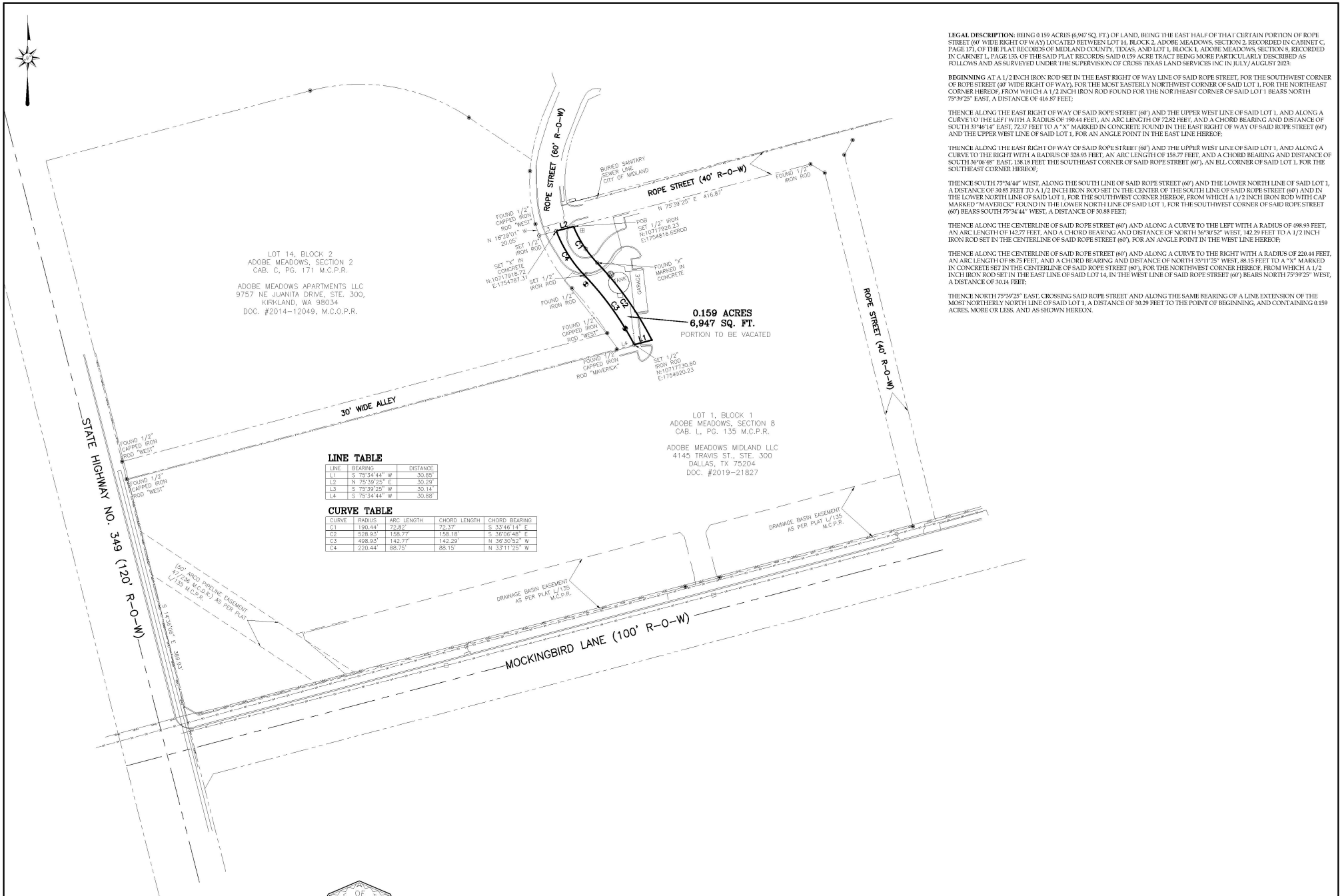
PROPOSED VACATE OF ROAD

LEGAL DESCRIPTION:
0.159 ACRES (6,947 SQ. FT.) OF LAND, BEING THE EAST HALF OF THAT CERTAIN PORTION OF ROPE STREET (60' WIDE RIGHT OF WAY) LOCATED BETWEEN LOT 14, BLOCK 2, ADOBE MEADOWS, SECTION 2, RECORDED IN CABINET C, PAGE 171, OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND LOT 1, BLOCK 1, ADOBE MEADOWS, SECTION 8, RECORDED IN CABINET L, PAGE 135, OF THE SAID PLAT RECORDS.

JOB NO. 23-50122 REV. 1

DRAWN BY: TA

PACKET 37-16 December 12, 2023



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 75°34'44" W	30.85'
L2	N 75°39'25" E	30.29'
L3	S 75°39'25" W	30.14'
L4	S 75°34'44" W	30.88'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	190.44'	72.82'	72.37'	S 33°46'14" E
C2	528.93'	158.77'	158.18'	S 36°06'48" E
C3	498.93'	142.77'	142.29'	N 36°30'52" W
C4	220.44'	88.75'	88.15'	N 33°11'25" W

LEGAL DESCRIPTION: BEING 0.159 ACRES (6,947 SQ. FT.) OF LAND, BEING THE EAST HALF OF THAT CERTAIN PORTION OF ROPE STREET (60' WIDE RIGHT OF WAY) LOCATED BETWEEN LOT 14, BLOCK 2, ADOBE MEADOWS, SECTION 2, RECORDED IN CABINET C, PAGE 171, OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND LOT 1, BLOCK 1, ADOBE MEADOWS, SECTION 8, RECORDED IN CABINET L, PAGE 135, OF THE SAID PLAT RECORDS; SAID 0.159 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC IN JULY/ AUGUST 2023:

BEGINNING AT A 1/2 INCH IRON ROD SET IN THE EAST RIGHT OF WAY LINE OF SAID ROPE STREET, FOR THE SOUTHWEST CORNER OF ROPE STREET (40' WIDE RIGHT OF WAY), FOR THE MOST EASTERLY NORTHWEST CORNER OF SAID LOT 1, FOR THE NORTHEAST CORNER HEREOF; FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 BEARS NORTH 75°39'25" EAST, A DISTANCE OF 416.87 FEET;

THENCE ALONG THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 190.44 FEET, AN ARC LENGTH OF 72.82 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 33°46'14" EAST, 72.37 FEET TO A "X" MARKED IN CONCRETE FOUND IN THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, FOR AN ANGLE POINT IN THE EAST LINE HEREOF;

THENCE ALONG THE EAST RIGHT OF WAY OF SAID ROPE STREET (60') AND THE UPPER WEST LINE OF SAID LOT 1, AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 528.93 FEET, AN ARC LENGTH OF 158.77 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 36°06'48" EAST, 158.18 FEET THE SOUTHEAST CORNER OF SAID ROPE STREET (60'), AN ELL CORNER OF SAID LOT 1, FOR THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 75°34'44" WEST, ALONG THE SOUTH LINE OF SAID ROPE STREET (60') AND THE LOWER NORTH LINE OF SAID LOT 1, A DISTANCE OF 30.85 FEET TO A 1/2 INCH IRON ROD SET IN THE CENTER OF THE SOUTH LINE OF SAID ROPE STREET (60') AND IN THE LOWER NORTH LINE OF SAID LOT 1, FOR THE SOUTHWEST CORNER HEREOF, FROM WHICH A 1/2 INCH IRON ROD WITH CAP MARKED "MAVERICK" FOUND IN THE LOWER NORTH LINE OF SAID LOT 1, FOR THE SOUTHWEST CORNER OF SAID ROPE STREET (60') BEARS SOUTH 75°34'44" WEST, A DISTANCE OF 30.88 FEET;

THENCE ALONG THE CENTERLINE OF SAID ROPE STREET (60') AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 498.93 FEET, AN ARC LENGTH OF 142.77 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 36°30'52" WEST, 142.29 FEET TO A 1/2 INCH IRON ROD SET IN THE CENTERLINE OF SAID ROPE STREET (60'), FOR AN ANGLE POINT IN THE WEST LINE HEREOF;

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REVISED 10/13/23
AUGUST 28, 2023

THAIS WATSON AHLSTRAND, RPLS #6359 — DATE

STATE OF TEXAS — REGISTERED — THAIS WATSON AHLSTRAND — 6359 — PROFESSIONAL LAND SURVEYOR

0' 100' 200' 300'

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LEGEND:

BOUNDARY LINE	CALC POINT
ADJOINER LINE	1/2" IRON ROD W/CAP FOUND
SURVEY LINE	MONUMENT
BURIED UTILITY LINE	ATMOS BIG
OVERHEAD UTILITY LINE	UTILITY POLE
FENCE	WATER WELL/METER
P.U.E. PUBLIC UTILITY EASEMENT	MANHOLE
B.L. BUILDING SETBACK LINE	ELECTRIC BOX/METER
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JOB NO. 23-50122 REV. 1

DRAWN BY: TA

PACKET 37-17 December 12, 2023

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-23-0056

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Aaron Sherman		Phone (432) 661-2202 Email tahlstrand@crosstexaslandservices.com	
Address 3503 W. Michigan Ave.	City Midland	State TX	Zip 79703

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ■ Street

Description of Address: East half of Rope Street between Lot 14, Block 2, Adobe Meadows, Section 2, and Lot 1, Block 1, Adobe Meadows, Section 8

Reason for Request: To vacate portion of street to allow existing additional structures to remain.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: Currently not in use as public ROW due to special use permit granted to owners of Lot 1, Block 1. Area is currently fenced.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature): DocuSigned by: Aaron Sherman 838FFFFEFF414FB...		Date: 8/28/2023
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

☑ Application Fee

Check #_____

Received By: London Moon Date: SEP 05 2023

****Application will not be considered for scheduling until reviewed by a planner.****

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-23-0056

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Aaron Sherman		Phone (432)661-2202 Email tahlstrand@crosstexaslandservices.com	
Address 3503 W. Michigan Ave.	City Midland	State TX	Zip 79703

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- ☐ Public Utility Easement
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Affected Property Owners:		
Signature:	Print:	Date:
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FOR OFFICE USE ONLY

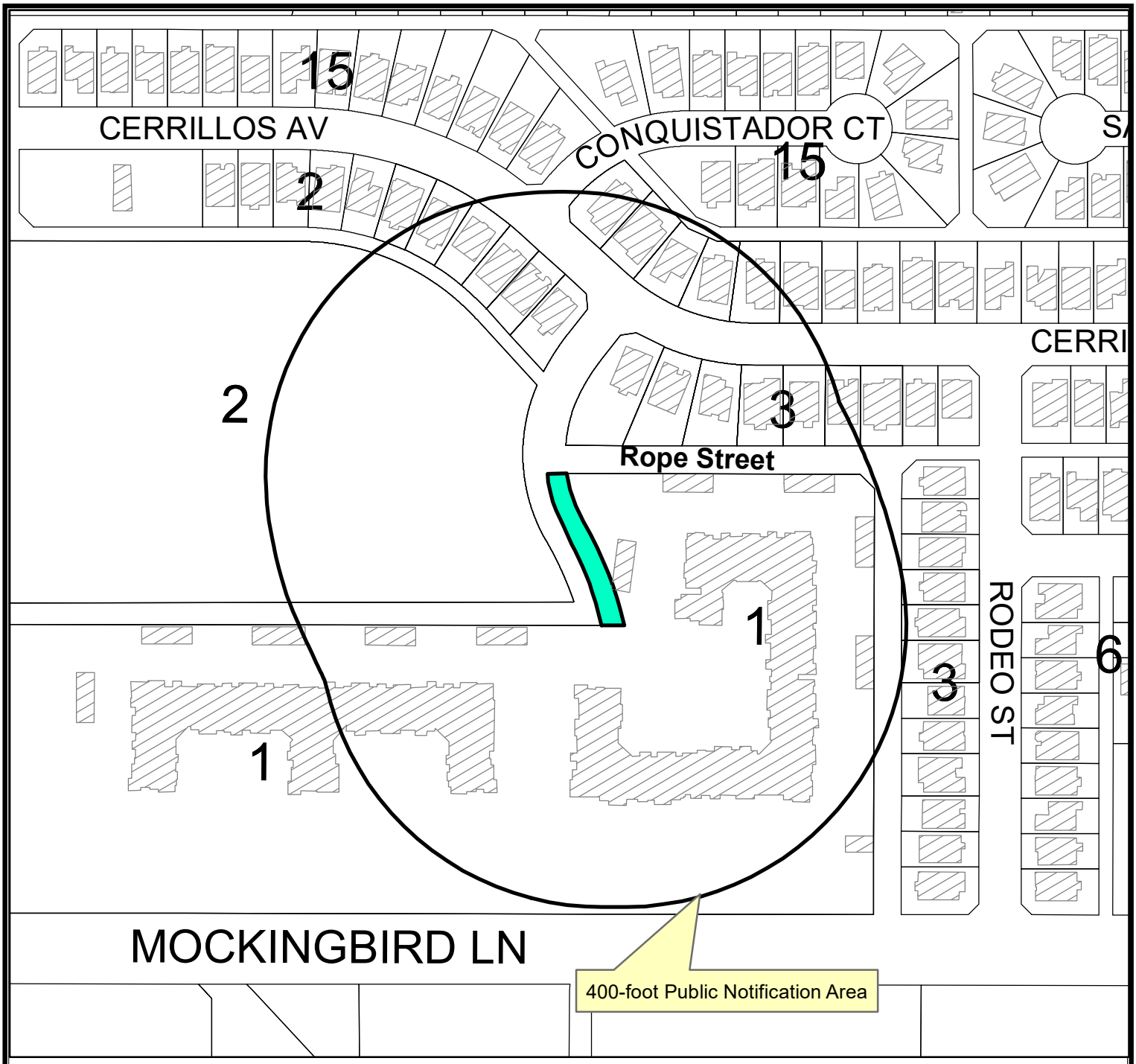
☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

☑ Application Fee

Check #_____

Received By: Landon [signature]	Date: SEP 05 2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

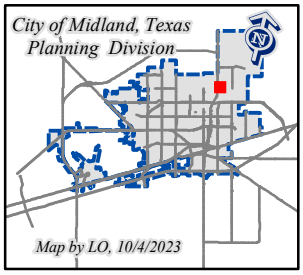
V-23-0056 **Scale: 1" = 2,921'**

Consider a request by Thais Ahlstrand for a vacation of a 0.159 acre portion of Rope right-of-way located adjacent to Lot, Block 1, Adobe Meadows, Section 8, City and County of Midland, Texas.

(Generally located on the east side Rope Street, approximately 435 ± feet north Mockingbird Lane. District:1)

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.

Landon J. Ochoa

From: LReyna@midcad.org
Sent: Monday, October 9, 2023 3:54 PM
To: Landon J. Ochoa
Cc: Jeffrey S. Fisher
Subject: Re: V-23-0056 Vacation of Rope Street Portion Valuation
Attachments: V-23-0056, TaxVacMCAD vac ltr.pdf; V-23-0056, Survey.pdf; V-23-0056, Location Map.pdf

Landon,

See below,

Market Value

.159 X $3,000 = $477

Sincerely,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: "Landon J. Ochoa" <ljochoa@midlandtexas.gov>
To: Lisa Reyna <lreyna@midcad.org>
Cc: "Jeffrey S. Fisher" <jsfisher@midlandtexas.gov>
Date: 10/06/2023 04:03 PM
Subject: V-23-0056 Vacation of Rope Street Portion Valuation

Lisa,

Please see the attached documents for this request to vacate a portion of Rope Street. Please provide a valuation for this property by October 12, 2023. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405

ljochoa@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

MIDLAND
Planning Division

October 6, 2023

Mr. Mark Lieb
Atmos Energy
P.O. Box 1111
Midland, Texas 79702

STREET VACATION: Please see attached Exhibit A and map.

CASE NO.: V-23-0056
CASE NAME: Rope Street

Dear Mr. Lieb,

Thais Ahlstrand has submitted a request to vacate a 0.159-acre portion of Rope Street right-of-way, located adjacent to Lot 1, Block 1, Adobe Meadows, Section 8, City and County of Midland, Texas (see attached exhibit). Please advise if your company has utilities within the alley or the portion of Rope Street to be vacated. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7405 if you have any questions. You can send your response via email to jsfisher@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

Jeff Fisher

Jeff Fisher, AICP
Planning Manager
Planning Division

Attachment:
Exhibit A
Map

Landon J. Ochoa

From: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Sent: Monday, October 9, 2023 10:40 AM
To: Landon J. Ochoa
Cc: Jeffrey S. Fisher
Subject: RE: V-23-0056 Rope Street Vacation (Atmos)
Attachments: V-23-0056, Atmos Letter.pdf; Request to Vacate Rope Street ROW.pdf

Landon,
Please see attached.
Thanks again.

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
Mark.Lieb@atmosenergy.com

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Friday, October 6, 2023 11:47 AM
To: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Cc: Jeffrey S. Fisher <jsfisher@midlandtexas.gov>
Subject: [EXT] V-23-0056 Rope Street Vacation (Atmos)

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Mark.

Please see the attached letter and supporting documents and provide comments by October 12, 2023 as this request will be going to the October 24 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405

ljochoa@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Landon J. Ochoa

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Friday, October 13, 2023 1:12 PM
To: Landon J. Ochoa
Cc: Jeffrey S. Fisher
Subject: RE: V-23-0056 Rope Street Vacation (AT&T)

Follow Up Flag: Follow up
Flag Status: Flagged

We have no issues here.

Thanks,
Jerry

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Friday, October 13, 2023 12:27 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Jeffrey S. Fisher <jsfisher@midlandtexas.gov>
Subject: RE: V-23-0056 Rope Street Vacation (AT&T)

Jerry,

We urgently need your comments for this one. I don't believe I have gotten a response from you. Thank you for your time, sir.

From: Landon J. Ochoa
Sent: Friday, October 6, 2023 11:49 AM
To: Jerry Underwood <ju1659@att.com>
Cc: Jeffrey S. Fisher <jsfisher@midlandtexas.gov>
Subject: V-23-0056 Rope Street Vacation (AT&T)

Good morning, Jerry.

Please see the attached letter and supporting documents and provide comments by October 12, 2023 as this request will be going to the October 24 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405

ljochoa@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Landon J. Ochoa

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Friday, November 3, 2023 10:51 AM
To: Landon J. Ochoa
Subject: Re: FW: V-23-0056 Rope Street Vacation (Grande)

We only have services within the apartment complex.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Fri, Nov 3, 2023 at 8:54 AM Landon J. Ochoa <ljochoa@midlandtexas.gov> wrote:

> Ruben I do not believe I have received comments from you on this one. Please respond this morning or we will have to proceed without comments from you. Feel free to call me if you have any questions.
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> **Sent:** Friday, October 6, 2023 11:58 AM
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> **Cc:** Jeffrey S. Fisher <jsfisher@midlandtexas.gov>
> **Subject:** V-23-0056 Rope Street Vacation (Grande)
>
> Good morning, Ruben.
>
> Please see the attached letter and supporting documents and provide comments by October 12, 2023 as this request will be going to the October 24 City Council meeting. Thank you!
>
> Respectfully,

Landon Ochoa

Senior Planner

Planning Division

Development Services

O. 432-685-7405

ljochoa@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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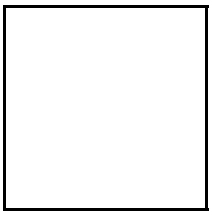
Landon J. Ochoa

From: Landon J. Ochoa
Sent: Friday, November 3, 2023 11:05 AM
To: Landon J. Ochoa
Subject: FW: V-23-0056 Rope Street Vacation (Oncor)

From: Molina, Sergio <Sergio.Molina@oncor.com>
Sent: Sunday, October 15, 2023 10:55 PM
To: Jeffrey S. Fisher <jsfisher@midlandtexas.gov>; Landon J. Ochoa <ljochoa@midlandtexas.gov>; Arguello, Martin <Martin.Arguello@oncor.com>
Cc: Blankenship, Chad <Chad.Blankenship@oncor.com>
Subject: RE: V-23-0056 Rope Street Vacation (Oncor)



Yes sir

Sergio Molina, P.E.
Oncor | NCM Manager WTX
Cell: 214.970.4143

My Manager: Hannah Hamilton
Cell: 432.894.4601 email: Hannah.Hamilton@oncor.com

From: Jeffrey S. Fisher <jsfisher@midlandtexas.gov>
Sent: Friday, October 13, 2023 6:21 AM
To: Molina, Sergio <Sergio.Molina@oncor.com>; Landon J. Ochoa <ljochoa@midlandtexas.gov>; Arguello, Martin <Martin.Arguello@oncor.com>
Cc: Blankenship, Chad <Chad.Blankenship@oncor.com>
Subject: RE: V-23-0056 Rope Street Vacation (Oncor)

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Sergio,

Can they secure with a utility access easement through the replat process as we've done with other projects?

Jeff

Jeff Fisher, AICP
Planning Manager
Planning Division | City of Midland
Tel. 432-685-7407
jsfisher@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Subject: RE: V-23-0056 Rope Street Vacation (Oncor)

Landon,

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Regards,

Sergio Molina, P.E.
Oncor | NCM Manager WTX
Cell: 214.970.4143

My Manager: Hannah Hamilton
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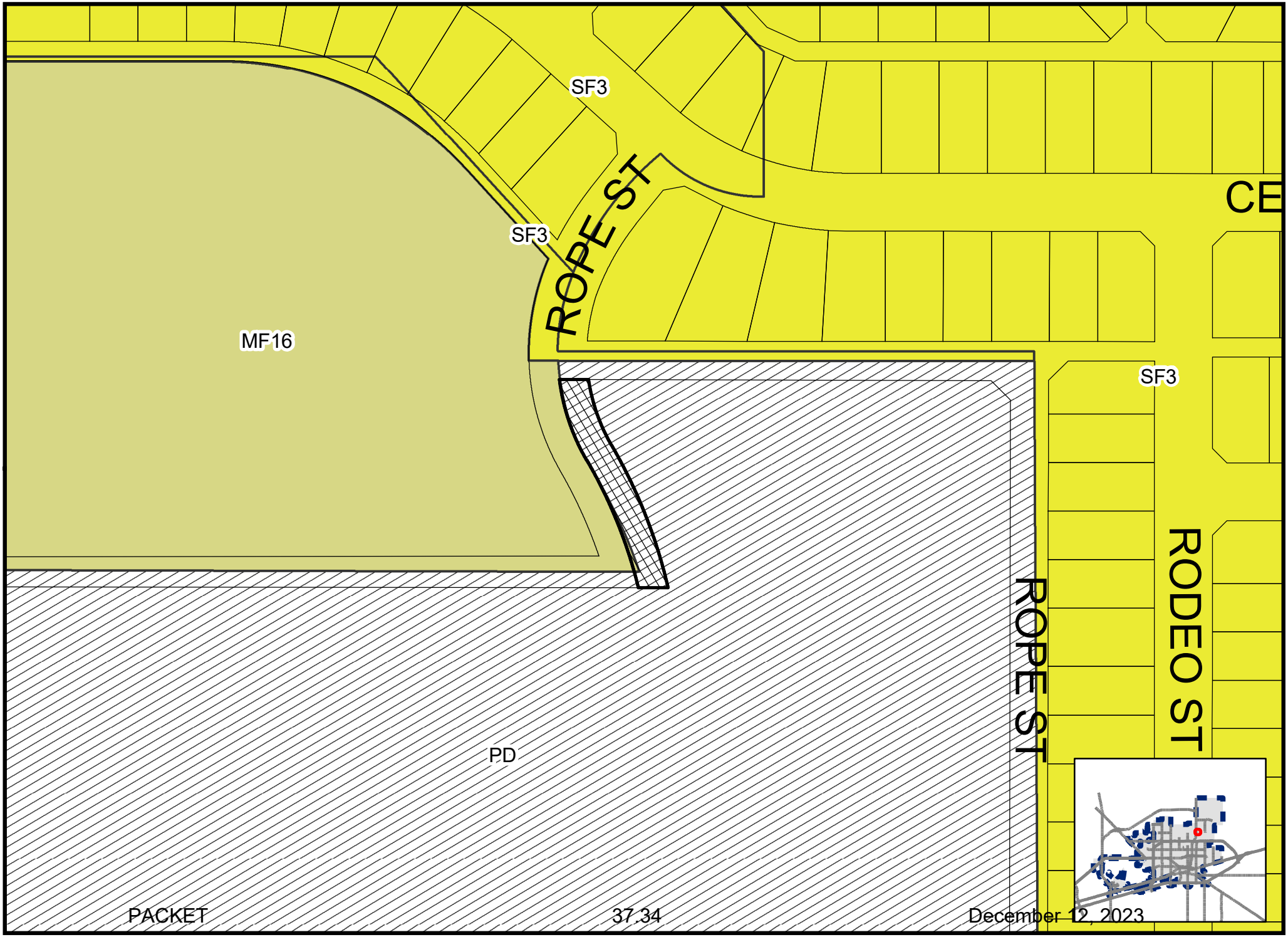

Map By LO, 11/3/2023

V-23-0056

Scale: 1" = 1,495'

ZONING MAP

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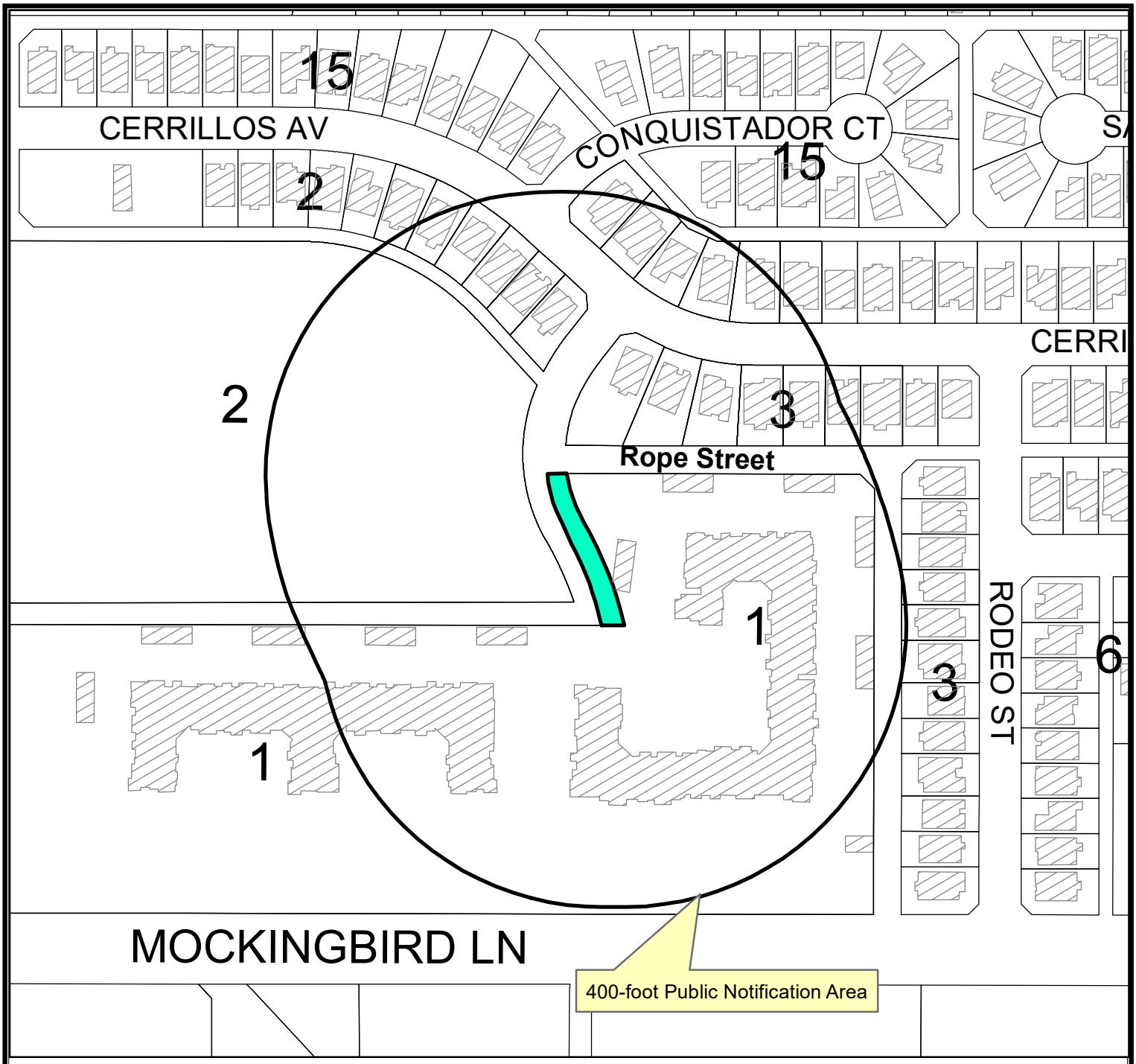


LOCATION MAP

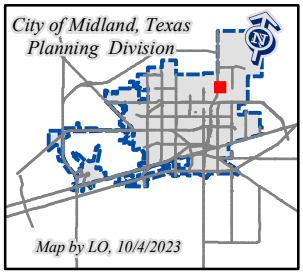
V-23-0056 **Scale: 1" = 2,921'**

Consider a request by Thais Ahlstrand for a vacation of a 0.159 acre portion of Rope right-of-way located adjacent to Lot, Block 1, Adobe Meadows, Section 8, City and County of Midland, Texas.

(Generally located on the east side Rope Street, approximately 435 ± feet north Mockingbird Lane. District:1)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

Landon J. Ochoa

From: LReyna@midcad.org
Sent: Monday, October 9, 2023 3:54 PM
To: Landon J. Ochoa
Cc: Jeffrey S. Fisher
Subject: Re: V-23-0056 Vacation of Rope Street Portion Valuation
Attachments: V-23-0056, TaxVacMCAD vac ltr.pdf; V-23-0056, Survey.pdf; V-23-0056, Location Map.pdf

Landon,

See below,

Market Value

.159 X $3,000 = $477

Sincerely,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: "Landon J. Ochoa" <ljochoa@midlandtexas.gov>
To: Lisa Reyna <lreyna@midcad.org>
Cc: "Jeffrey S. Fisher" <jsfisher@midlandtexas.gov>
Date: 10/06/2023 04:03 PM
Subject: V-23-0056 Vacation of Rope Street Portion Valuation

Lisa,

Please see the attached documents for this request to vacate a portion of Rope Street. Please provide a valuation for this property by October 12, 2023. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405

ljochoa@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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MIDLAND
Planning Division

October 6, 2023

Mr. Mark Lieb
Atmos Energy
P.O. Box 1111
Midland, Texas 79702

STREET VACATION: Please see attached Exhibit A and map.

CASE NO.: V-23-0056
CASE NAME: Rope Street

Dear Mr. Lieb,

Thais Ahlstrand has submitted a request to vacate a 0.159-acre portion of Rope Street right-of-way, located adjacent to Lot 1, Block 1, Adobe Meadows, Section 8, City and County of Midland, Texas (see attached exhibit). Please advise if your company has utilities within the alley or the portion of Rope Street to be vacated. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7405 if you have any questions. You can send your response via email to jsfisher@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

Jeff Fisher

Jeff Fisher, AICP
Planning Manager
Planning Division

Attachment:
Exhibit A
Map

Landon J. Ochoa

From: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Sent: Monday, October 9, 2023 10:40 AM
To: Landon J. Ochoa
Cc: Jeffrey S. Fisher
Subject: RE: V-23-0056 Rope Street Vacation (Atmos)
Attachments: V-23-0056, Atmos Letter.pdf; Request to Vacate Rope Street ROW.pdf

Landon,
Please see attached.
Thanks again.

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
Mark.Lieb@atmosenergy.com

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Friday, October 6, 2023 11:47 AM
To: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Cc: Jeffrey S. Fisher <jsfisher@midlandtexas.gov>
Subject: [EXT] V-23-0056 Rope Street Vacation (Atmos)

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Mark.

Please see the attached letter and supporting documents and provide comments by October 12, 2023 as this request will be going to the October 24 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405

ljochoa@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Landon J. Ochoa

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Friday, October 13, 2023 1:12 PM
To: Landon J. Ochoa
Cc: Jeffrey S. Fisher
Subject: RE: V-23-0056 Rope Street Vacation (AT&T)

Follow Up Flag: Follow up
Flag Status: Flagged

We have no issues here.

Thanks,
Jerry

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Friday, October 13, 2023 12:27 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Cc: Jeffrey S. Fisher <jsfisher@midlandtexas.gov>
Subject: RE: V-23-0056 Rope Street Vacation (AT&T)

Jerry,

We urgently need your comments for this one. I don't believe I have gotten a response from you. Thank you for your time, sir.

From: Landon J. Ochoa
Sent: Friday, October 6, 2023 11:49 AM
To: Jerry Underwood <ju1659@att.com>
Cc: Jeffrey S. Fisher <jsfisher@midlandtexas.gov>
Subject: V-23-0056 Rope Street Vacation (AT&T)

Good morning, Jerry.

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Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405

ljochoa@midlandtexas.gov







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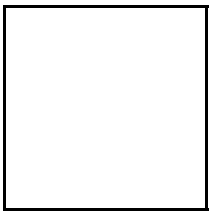
Subject: RE: V-23-0056 Rope Street Vacation (Oncor)



Yes sir

Sergio Molina, P.E.
Oncor | NCM Manager WTX
Cell: 214.970.4143

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Cell: 432.894.4601 email: Hannah.Hamilton@oncor.com

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Jeff

Jeff Fisher, AICP
Planning Manager
Planning Division | City of Midland
Tel. 432-685-7407
jsfisher@midlandtexas.gov



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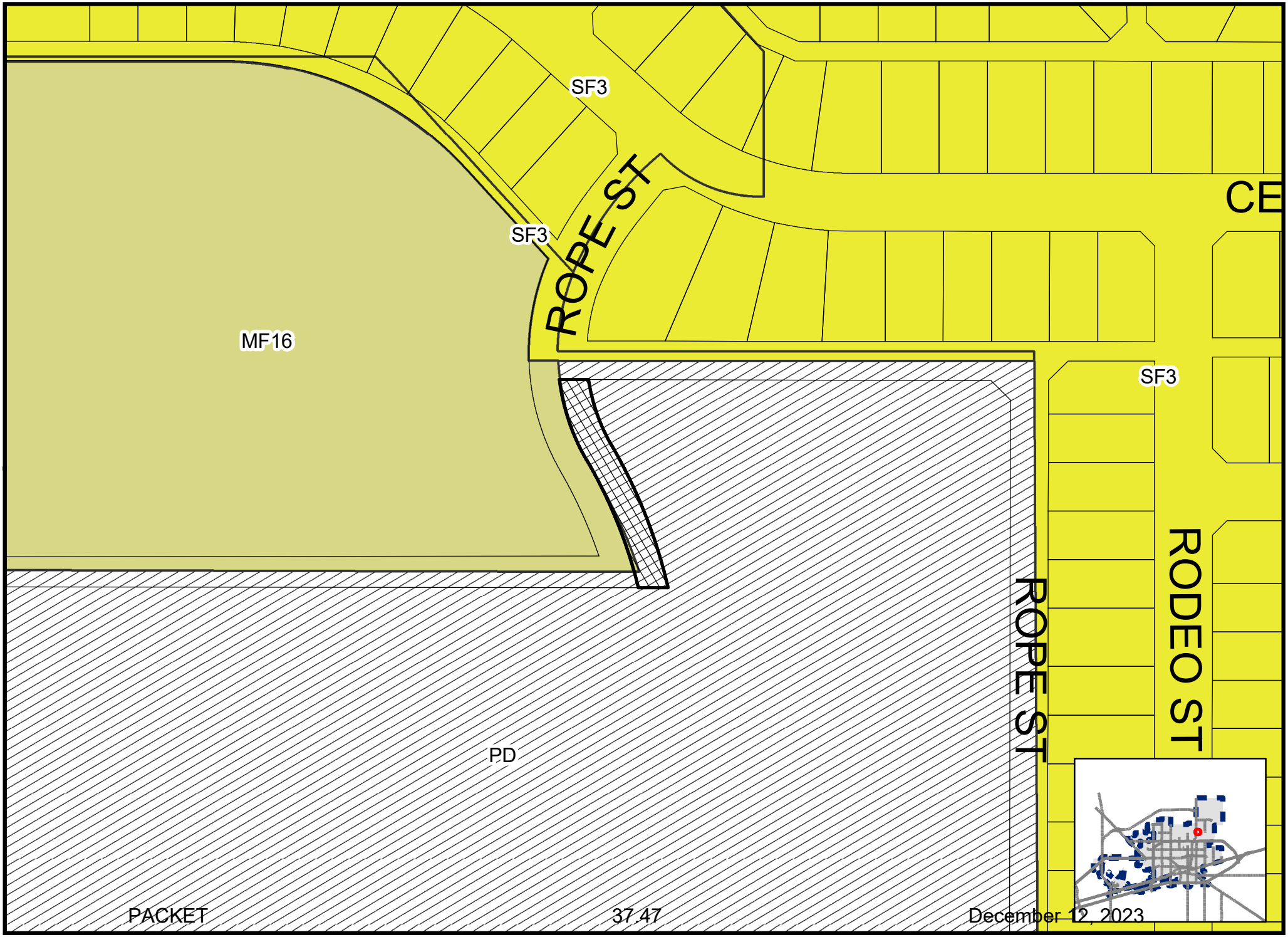

Map By LO, 11/3/2023

V-23-0056

Scale: 1" = 1,495'

ZONING MAP

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City Council Meeting

Item Number: 38

Meeting Date: November 14, 2023, December 12, 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 LOT 3A, BLOCK 52, BELMONT ADDITION, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 165 FEET EAST OF BELMONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Leela S. Pillarisetty, is requesting a Zone Change from PD, Planned District for a Shopping Center (Ordinance 8471) to RR, Regional Retail District for the future development of retail.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds would be required for this project.

Discussion:

Current Zoning:

PD, Planned District for a Shopping Center (Ordinance 8471).

Surrounding Zoning and Land Use:

The properties to the north and east are zoned RR, Regional Retail District, and location of commercial uses. The properties to the south and west are zoned PD, Planned District for a Shopping Center (Ordinance 8239), and Planned District for a Shopping Center (Ordinance 8471) respectively, and the location of commercial uses.

Analysis:

The applicant is proposing to develop the subject lot located at 300 W Longview Avenue in a manner that does not conform with the regulations and site plan approved by the City Council in Ordinance 8471. The applicant is requesting to have the property zoned RR, Regional Retail District, and will develop the property in compliance with the regulations and standards of the RR, Regional Retail 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 objection.

Oil and Gas: (Approved)

No Oil and Gas issues.

Engineering: (Approved)

No Objections. [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.]

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Transportation: (Approved)

No objections to zoning/zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For

Applicant's Information Only.

Planning:

This request complies with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision, which designates the property within the Gateway Corridor Area. This area allows for a range of industrial, office, or even retail development as long as it supports or strengthens major employment uses. The property is surrounded by retail and employment uses and this zone change would therefore strengthen and support these uses.

Staff recommends approval of this zone change from PD, Planned District for a Shopping Center, to 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 November 1, 2023, staff has received no letters of objection for this request.

Attachments:

Application
Maps
Ordinance No. 8471
Photos

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3A, BLOCK 52, BELMONT ADDITION, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 165 FEET EAST OF BELMONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3A, Block 52, Belmont Addition, Section 12, 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 PD, Planned Development District for a Shopping Center 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:

_____
Cristina Burns, 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: 2-23-0348

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name: Leela S. Pillarisetty
Address 4501A Santa Rosa Dr. 421 N. Tom Green Ave
City Midland Odessa
Phone (~~432) 770-0499~~ 432-875-7465
Email drleelasharath@yahoo.com
john@newtoncivil.com
State Texas
Zip 79707 79761

Property Owner
Printed Name: Lee Legacy Realty LLC
Address 3139 San Saba Dr.
City Odessa
Phone (432) 770-0499
Email ncsturgeon@ncsturgeon.com
State Texas
Zip 79765

Representative *(if different from Applicant or Property Owner)*
Firm: Newton Engineering, PC
Printed Name: John Newton
Address 4501A Santa Rosa Dr.
City Midland
Phone (432) 770-0499
Email john@newtoncivil.com
State Tx
Zip 79707

Street Address: 300 W Longview Ave.

Legal Description
Lot: 3A Block: 52 Subdivision: BELMONT

Current Zoning: PD-SP

Proposed Zone: PD-SP
(List by tracts if more than one district is requested)

Reason for Zone Change Request: TO ADJUST THE SITE PLAN FOR THIS AREA TO REFLECT THE INTENDED USE FOR THIS PROPERTY

Present Use of Property: VACANT

Proposed Use of Property: RETAIL

How would this zone change affect the public health, safety and welfare?
This zone change would not adversely affect the public in any way.

Describe how conditions affecting the property have changed since present zoning designation: A retail site is being planned for this area which needs to amend the site plan of the PD.

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: 8-21-23
Applicant (printed): LEELA S PILLARISETTY	
Property Owner (signature):	Date: 8-21-23
Property Owner (printed): ~~LEELA S PILLARISETTY~~, Lee Legacy Realty, LLC	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear John M. Newton who, being by me duly sworn, upon oath says: That (s)he is the owner of Lot 3 A Belmont or authorized by Leela Pillarisetty 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.

John M. Newton
Authorized Agent (*signature*)

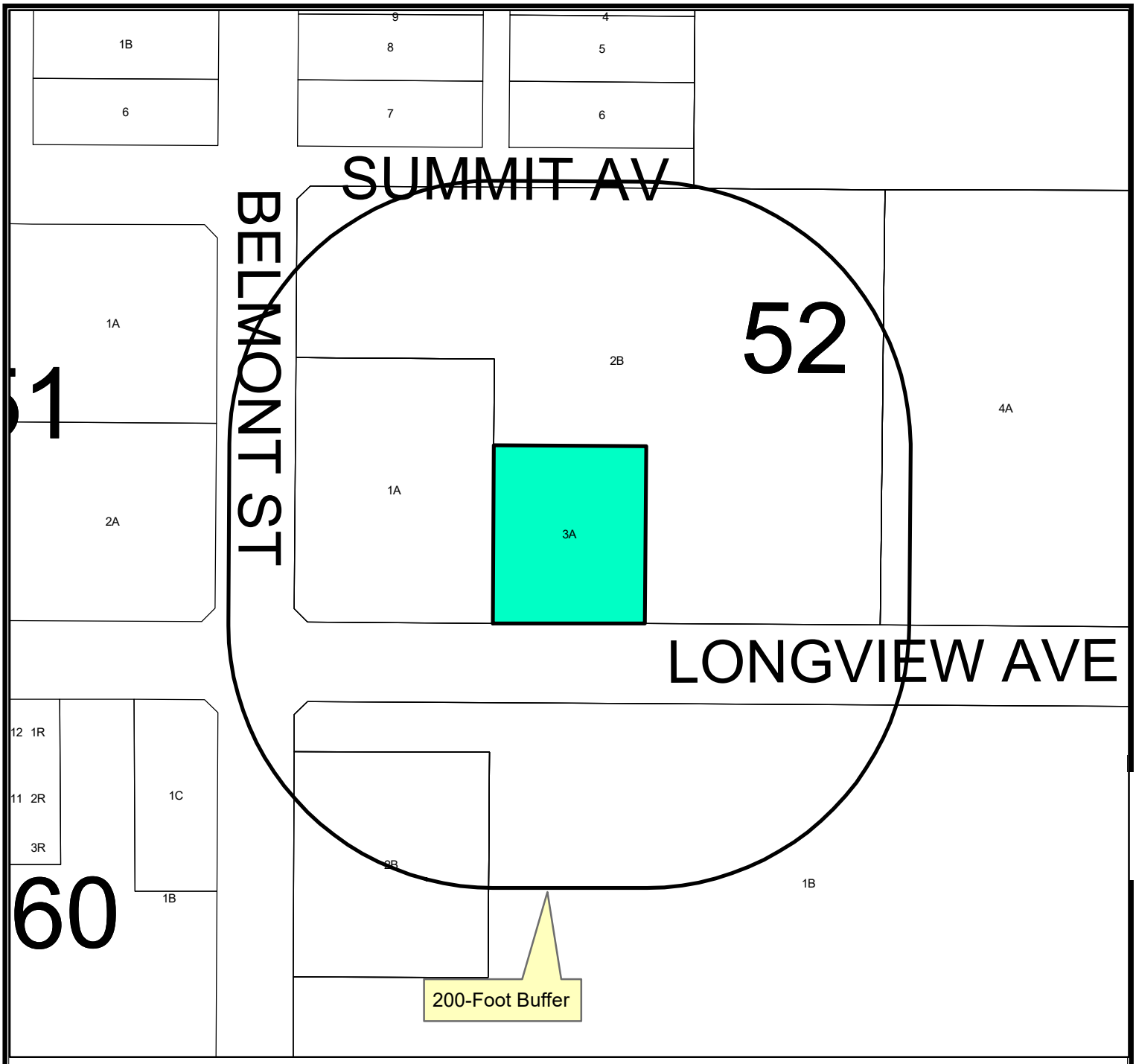
Subscribed and sworn to before me, this 18 day of September, 2023, to certify which witness my hand and seal of office.

Liliana Arisbet Morales Espino
My Commission Expires
9/15/2026
Notary ID133963273

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1608	
Received By: Daniel Humber V	Date: 9-19-23

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

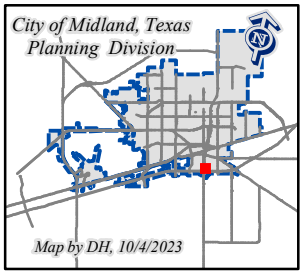
Z-23-0348 **Scale: 1" = 1,297'**

A request by Leela S. Pillarisetty for a zone change from PD, Planned Development District (Ordinance 8471) for a shopping center to RR, Regional Retail District for a shopping center on Lot 3A, Block 52, Belmont Addition, Section 12, City and County of Midland, Texas.

Generally located north of West Longview Avenue approximately 165-feet from Belmont Street (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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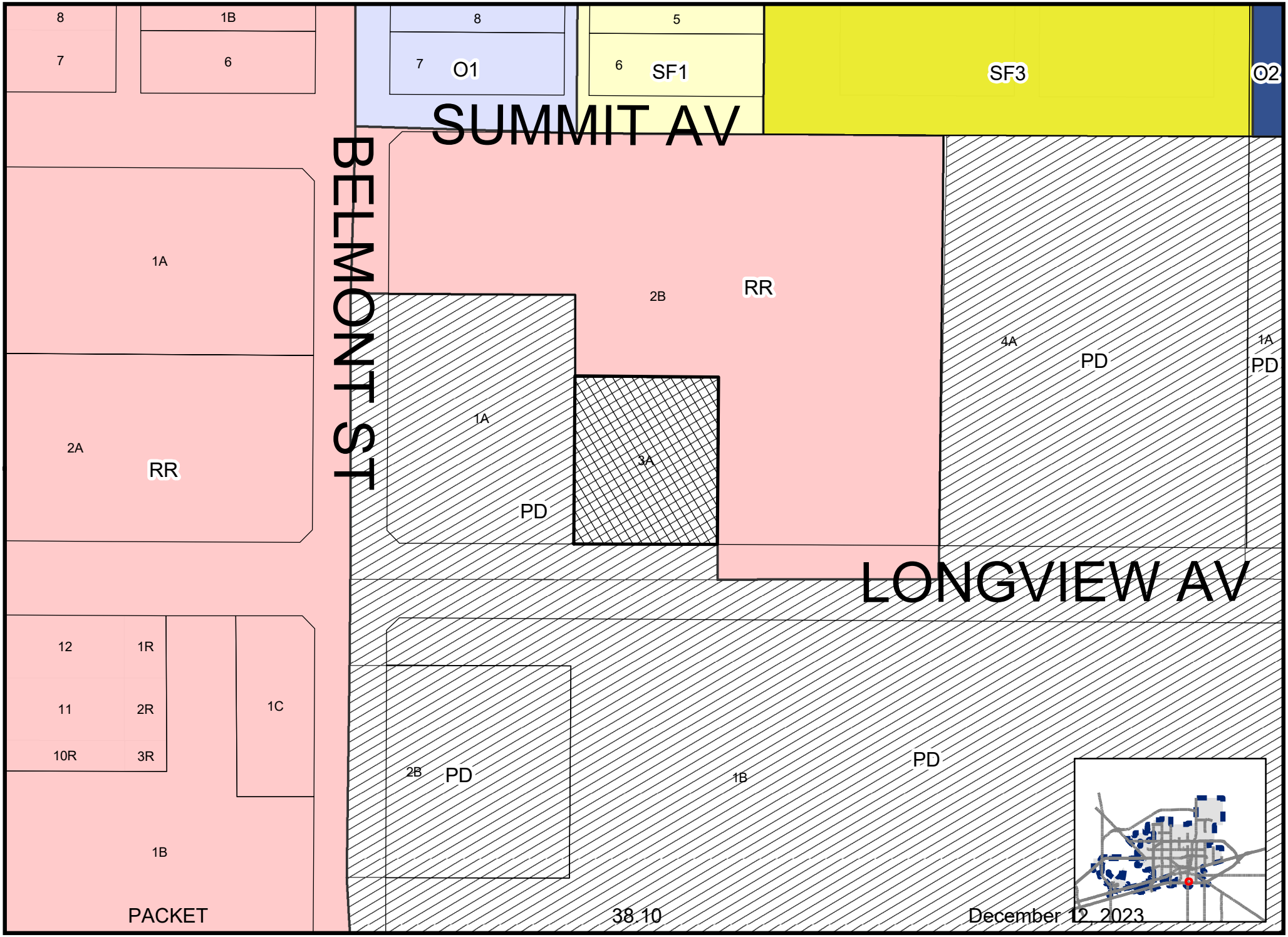
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH, 10/12/2023

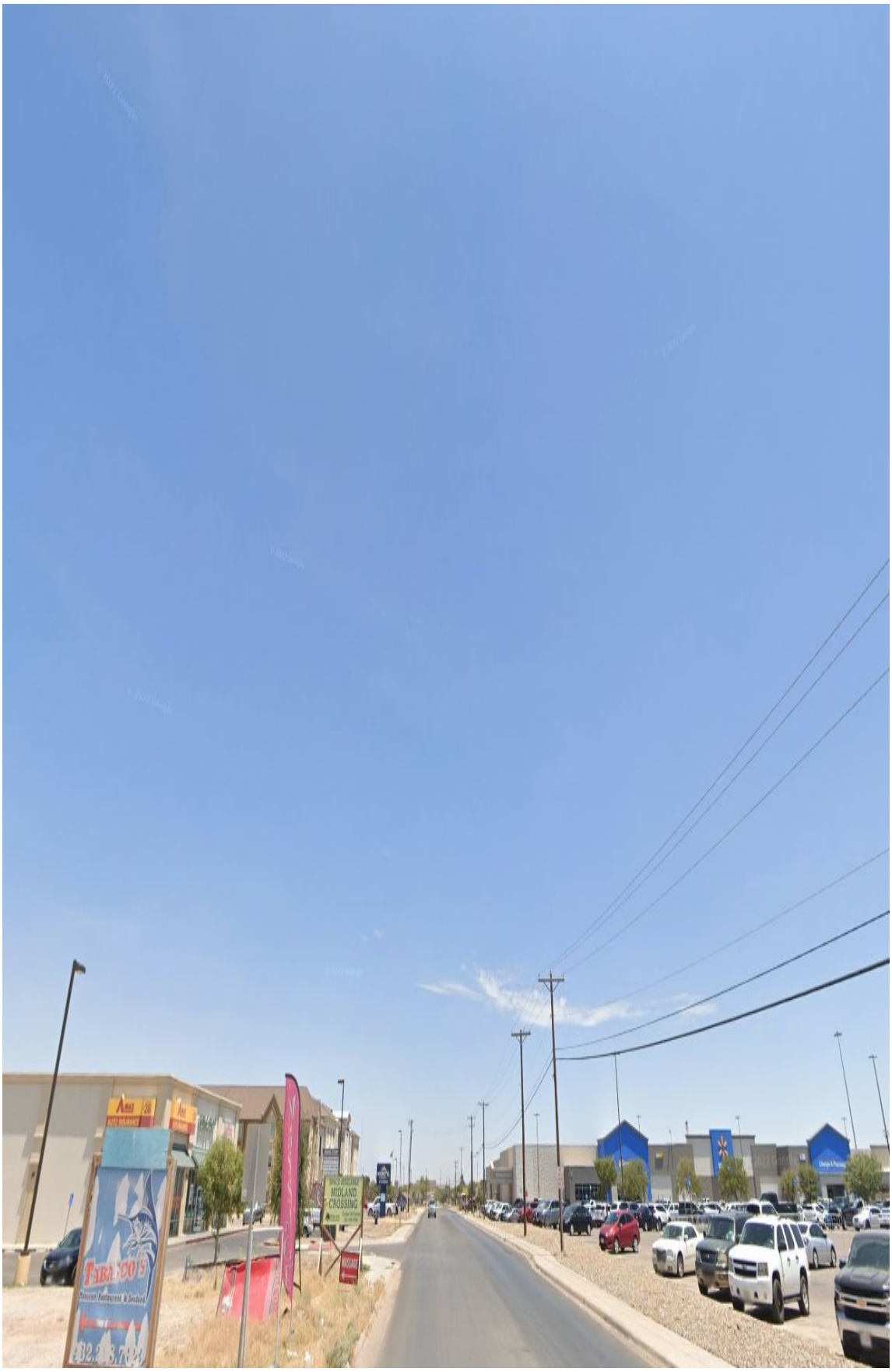
Z-23-0348

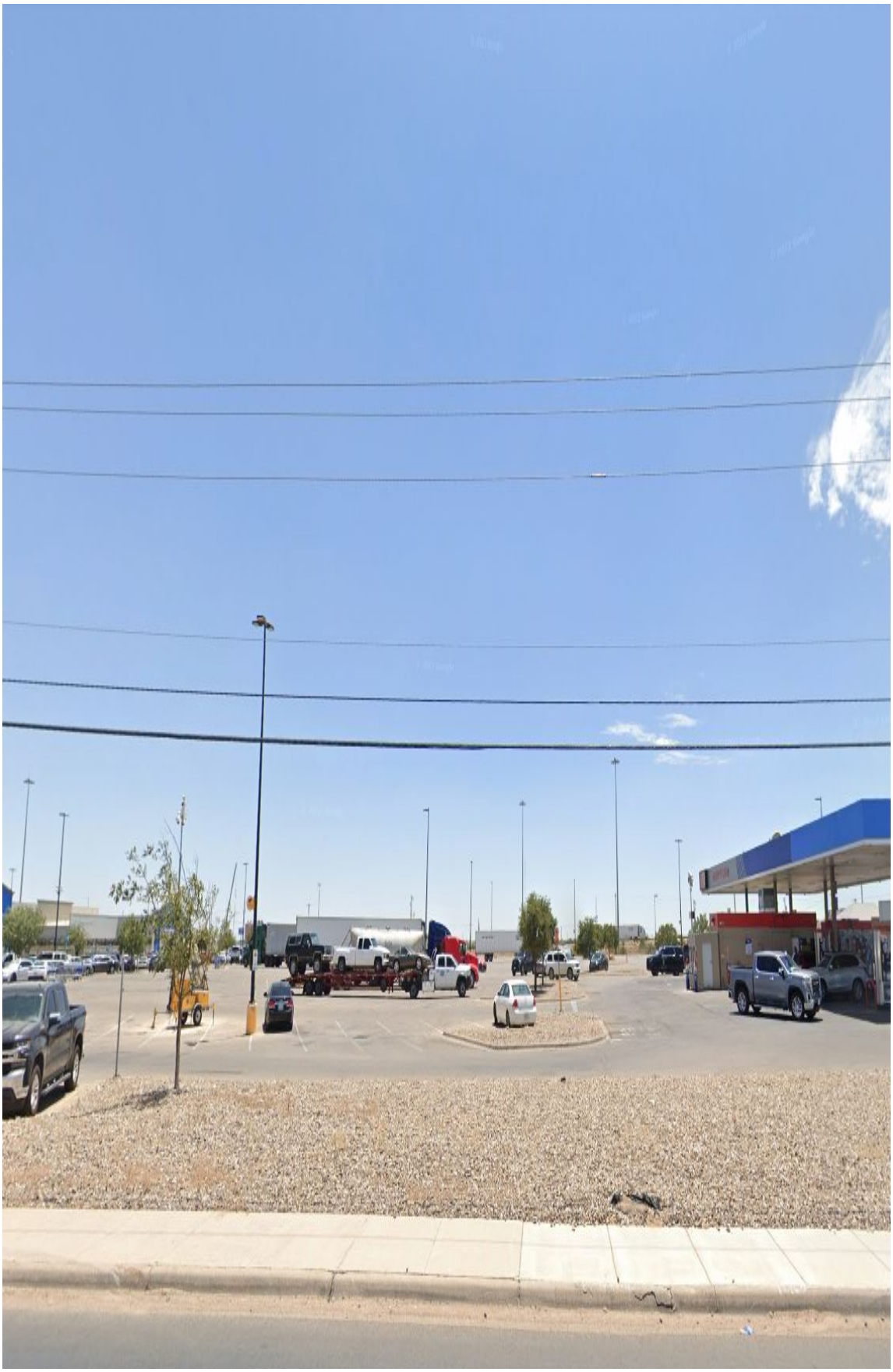
Scale: 1" = 1,158'

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.




MIDLAND
CROSSING





ORDINANCE NO. 8471

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING BLOCK 52, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED 1F-1, ONE-FAMILY DWELLING DISTRICT, AND O-1, OFFICE DISTRICT, TO BE USED AS A PLANNED DISTRICT FOR A SHOPPING CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A LETTER ADDRESSING THE VACATION AND ABANDONMENT BY MIDLAND COUNTY OF PUBLIC RIGHT-OF-WAY EAST OF BLOCK 52, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of 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 Planned District for a Shopping Center, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned 1F-1, One-Family Dwelling District, and O-1, Office District, and it shall be used as a Planned District for a Shopping Center, said property being described as follows:

All of Block 52, Belmont Addition, City and County of Midland, Texas.

SECTION TWO. That the properties described in Section One hereof, shall be subject to the following conditions:

A. That this planned district shall be subject to the regulations of the LR-2, Local Retail District, except as otherwise stated below.

B. A credit union and a four-story hotel shall be allowed to be constructed on this property, strictly subject to the conditions shown on Exhibits "A", "B", "C", and "D", which are attached hereto and incorporated herein for all purposes. The credit union shall not exceed 30 feet in height, and the hotel shall not exceed 60 feet in height. The vacant portion shown on Exhibit "A" and adjacent to Longview Avenue shall be subject to future site plan review in the same manner as prescribed for a zone change.

C. All business signs shall conform to the Midland Sign Code.

D. These two developments shall conform to the regulations of the Midland Landscape Code.

E. The alley within Block 52 must be vacated and a final plat must be submitted prior to any development on this property.

F. All driveways shall conform to the driveway standards adopted by the City.

G. The container site for the hotel shall be modified to the satisfaction of the Director of Utilities.

H. The parking layout shown on Exhibit "A" shall be considered illustrative, and the minimum number of required spaces shall be determined through the building permit process.

I. This ordinance shall not be effective until such time as all public right-of-way necessary for the development pursuant to Exhibit "A" has been vacated and abandoned by the City.

J. The City Manager is hereby authorized and directed to execute a letter addressed to J. Brian Martin at Lonestar Abstract and Title Company that recognizes the vacation and abandonment by Midland County of certain public right-of-way located east of Block 52, Belmont Addition, and outside the current City boundaries. Said letter is attached hereto as Exhibit "E" and incorporated herein for all purposes.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other

ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 28th day of November, A.D., 2006; and passed to second reading on motion of Council member Hailey, seconded by Council member Morgan, by the following vote:

Council members voting "AYE": Hailey, Morgan, Perry, Dingus, Canon, Dufford and Simpson

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Hailey, on the 19th day of December, A.D., 2006, at a regular

meeting of the City Council:

Council members voting "AYE": Morgan, Hailey, Perry, Dingus, Canon and Simpson

Council members voting "NAY": None

PASSED AND APPROVED THIS 19th day of December, A.D., 2006.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

MIDLAND
CITY OF MIDLAND

Office of
City Manager

P.O. Box 1152
Midland, TX 79702-1152

432.685.7203
Fax 432.686.1600

December 19, 2006

J. Brian Martin
Attorney at Law
Lone Star Abstract & Title Co.
600 North Loraine St.
Midland, Texas 79701

RE: Belmont Addition, Public Right-of-Way within Midland County, Texas

Dear Mr. Martin:

Pursuant to the provisions of the Interlocal Agreement between the City of Midland, Texas and the County of Midland, Texas, our office has reviewed the County Commissioner's (for the County of Midland, Texas) minutes and Resolution dated October 27, 2003 regarding abandonment of certain alleyways and roadways in Belmont Addition, an addition to the City of Midland, Texas. Accordingly we have determined that the City of Midland, Texas has no interest, nor objection to the action of the County Commissioners regarding the abandonment of the said alleys and roadways.

Sincerely,

Rick Menchaca
City Manager

PLANNING AND ZONING COMMISSION

November 20, 2006

CASE: Z-06-028.

REQUEST: Hold a public hearing and consider a request for a zone change from O-1, Office District and 1F-1 to PD, Planned District for a Shopping Center.

APPLICANT/OWNER: SCI Investments.

REPRESENTATIVE: Landgraf, Crutcher and Associates.

LEGAL DESCRIPTION: Block 52, Belmont Addition, City and County of Midland, Texas.

LOCATION: Northeast corner of Longview Avenue and Belmont Street.

ASSOCIATED CASE: P-06-093, Belmont Addition, Section 12; V-06-015, alley vacation.

DETAILS OF REQUEST:

1. The applicant has purchased this property, and wishes to develop a hotel and a credit union. The west half of Block 52 is currently zoned O-1 District, and the east half is zoned 1F-1 District. While hotels and credit unions are allowed uses in the O-1 District, the hotel proposed is four stories tall. This exceeds the maximum height of the O-1 District. In order to provide maximum flexibility while protecting the neighborhood, we have recommended that the applicant apply for a Planned District for a Shopping Center, subject to the regulations of the LR-2 District. The applicant has submitted four site plans, Exhibits A, B, C and D. The applicant has also submitted an application to replat this property, and a request to vacate the north/south alley that runs through Block 52.

SURROUNDING ZONING AND LAND USE:

2. The land abutting the subject property is vacant except for one single-family home on the north side of Belmont Avenue. The block to the north is zoned O-1 District and 1F-1 District. The land to the east is outside the City limit, where there are no zoning regulations. To the south is the Wal-Mart parking lot and fuel station. To the west and northwest the zoning is LR-2 District.

ANALYSIS:

3. The area located near the intersection of Rankin Highway and Interstate 20 has seen significant growth since the construction of Wal-Mart, which is located immediately south of this property. We believe that this trend will continue, given our strong overall economy and the lack of retail opportunities in this area. Currently, the retail zoning located along the east side of Rankin Highway extends to a depth of one block, or 300 feet. Farther north, the retail depth is only one-half block. This depth is insufficient for modern retailing needs of the scale that we anticipate. Unfortunately, it is unlikely that a single developer will acquire multiple blocks of land that can be consolidated into an overall redevelopment plan by vacating certain streets and alleys. More likely, we anticipate that redevelopment will occur on a more piecemeal basis. Another issue to consider is the land located east of this property. It is located outside of the City limit in a Windowpane area. It is also located immediately north of Wal-Mart. We envision the redevelopment of this area into retail and office uses. The City Council has shown a strong interest in annexing this Windowpane in the near future. This would allow ample opportunity for additional business zoning. Finally, the block to the west is already zoned for retail use. Therefore, we believe that retail zoning is appropriate for this block. However, the LR-2 District also limits the maximum building height to 2.5 standard stories, or 28.75 feet, which cannot accommodate a four-story hotel. We are also concerned for protecting the area to the east, since additional retail and mixed-use zoning is anticipated. For these reasons, we believe that a Planned District for a Shopping Center can provide some protection for the land to the east while accommodating the applicant's proposal.

SITE PLANS:

4. Please refer to the attached site plan, Exhibit A. There is something very unique about this site plan that the staff has never encountered. The credit union and the associated parking and drive-through lanes are located on the west half of Block 52. This does not create any unusual issues. However, the hotel is located not just on the eastern half of Block 52, but it extends 145 feet beyond the City limit line into the Windowpane area. The hotel site also includes the 60-foot right-of-way for Colorado Avenue that appears to have been vacated by Midland County. This condition creates some issues that cannot be overcome in a timely manner. The City has no zoning jurisdiction outside the City limit. Therefore, the City cannot enforce the portion of the development on Exhibit A that is located outside the City limit. Regarding the sign location on Exhibit A, it appears to be located on top of a fiber optic cable. We would strongly suggest that the sign be moved so as not to interfere with this cable.

The annexation process would take at least 120 days, but the developers are trying to complete the zoning process in 2006. We have decided the best approach we can take, until the entire hotel site can be annexed, is to review the site plan as though it is entirely within the City limit, and rely upon the integrity of the developer to adhere to the portion located outside the City limit.

EXHIBIT A:

5. The credit union site, as shown on the western half of Exhibit A, is bounded by Summit, Belmont and Longview Streets. Driveway access is proposed from Belmont and Longview Streets. The site plan does not indicate the width, spacing or curb return radii associated with these driveways. We recommend that these driveways conform to the Driveway Standards of the City of Midland. The indicated 15-foot building setback line is consistent with the LR-2 District standards. There are five drive-though lanes on the north side of the credit union building, and one on the east side. There appears to be adequate space for internal maneuvering. There is one driveway onto the alley located east of the property. Since this driveway is to be vacated, the 25-foot driveway width limitation will not apply. The vacation should be completed prior to approval of the associated replat. The credit union is proposed to contain 3,969 square feet of floor area. Office buildings of this size require a minimum of 10 parking spaces, whereas 23 spaces are shown. A detailed landscaping plan has not been provided. However, there appears to be ample areas on the site to meet the Landscaping Code. A detailed landscaping plan will be reviewed through the building permit process. No business signs for the credit union are shown on Exhibit A, but the location of signs is shown on Exhibit B. We recommend that all business signs conform to the conditions of the Sign Code. A blanket refuse collection easement will be dedicated through the plat. Therefore, a site for solid waste containers has been established northeast of the building. The Exhibit A indicated an enclosure, but the height and materials are not shown. This information must be provided before this request is considered by the City Council.

   Exhibit B illustrates two elevation views of the credit union. It indicates a maximum building height 32 feet, but the LR-2 District limits the height to 28.75 feet. However, the credit union building is setback 55 feet from the nearest street. Therefore, we have no objection to the slight increase in building height. The exterior building materials include synthetic stucco, stone and glazing. A clay tire or metal roof is proposed. These materials, combined with the design and landscaping should provide an attractive building for this location.

HOTEL SITE:

6. Please refer again to Exhibit A that illustrates the proposed hotel site. The four-story building is proposed to contain 69,410 square feet and 102 rooms. Driveway access is proposed from all three surrounding streets. 102 parking spaces are required, whereas 112 spaces are shown. The main entrance is shown internal to the site along the south side of the building, and the swimming pool is located at the northeast corner of the site. Generally, when planned districts have been approved that allow taller buildings than otherwise allowed, we specify an increase in building setback to avoid an overcrowded condition. In this instance, for a 59-foot tall building, we would typically specify a minimum front yard setback of 105 feet. The setback from the south property line, which the hotel faces, is 190 feet. However, Exhibit A shows a 15-foot setback from the north property line, and a 10-foot setback from the east property line. Regarding the east property line, there is another 55 feet of land between the building and an alley. It is likely that that this alley may be vacated in order to allow redevelopment on this side of the building. We have no suggestions on addressing the 15-foot setback on the north side of the building. As stated earlier, we cannot regulate the sign located outside the City limit. The next exhibit illustrates wall signs on two sides of the building. The area of these signs is well below the maximum permitted area of 15 percent of the wall area. A dumpster location is shown near the northwest corner of the site. Based on the location, it does not appear that City collection trucks will be able to service these containers. The applicant should modify the site plan to the satisfaction of the Utilities Department.

EXHIBITS C and D:

7. Exhibits C and D illustrate the elevation views of the proposed hotel. Overall, it appears to be a very attractive building. A variety of building materials add a high degree of interest. Exterior building materials include brick, cultured stone, E.I.F.S., and glazing. Wall signs are shown on the front and right side elevations. We see no objection to the conditions shown on Exhibits C and D.

STAFF RECOMMENDATION:

We recommend approval of this request for a zone change from O-1, Office District and 1F-1, One-Family Dwelling District to PD, Planned District for a Shopping Center, subject to the following conditions:

A. This planned district shall be subject to the regulations of the LR-2, Local Retail District, except as otherwise stated below.

B. A credit union and a four-story hotel shall be allowed to be constructed on this property, subject to the conditions shown on Exhibits A, B C and D.

C. All business signs shall contain to the Midland Sign Code.

D. These two developments shall conform to the regulations of the Landscape Code.

E. The alley in Block 52 shall be vacated and a final plat shall be approved prior to any development on this property.

F. All driveways shall conform to the driveway standards adopted by the City.

G. The height and materials used to screen the solid waste containers must be specified. The container site for the hotel shall be modified to the satisfaction of the Utilities Director.

H. The parking layout shown on Exhibit A shall be considered illustrative, and the minimum number of required spaces shall be determined through the building permit process.

I. We recommend that the 40-foot sign be relocated to as not to straddle the fiber optic cable shown on Exhibit A.

Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Jim Compton, Senior Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A, B, C and D

Case Number: Z-06-028

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Applicant: Landgraf, Crutcher and Associates, Inc.

Address: 521 N. Texas
Street Address (Phone)

Odessa TX 79701
City State Zip Code

Property Owner: SCI Investments

Address: 500 E. Illinois, Ste 200 432-570-5100
Street Address (Phone)

Midland TX 79701
City State Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name description below, or, if not in a recorded plat, attach a Metes and Bounds Description. Describe by tracts if more than one zoning district is requested): ~~Being 1.10 acre tract of land located in~~ Belmont Addition, Block 52, ~~Section 2, Block 39, T-2-S & Railroad Company Survey, Midland, Texas~~ City and County of Midland, Texas.

Reason for requesting a zone change: Rezone for Hotel Site PDSC per Drew Crutcher

PRESENT ZONE: 1F1 REQUESTED ZONE: ~~OT O-2, per Joe Tucker~~
(List by tracts if more than one zoning district is requested)

Present Use of Property:
Vacant

Proposed Use of Property: Hotel Site

How will zone change affect the public health, safety and welfare? Will allowed proper use of property

Describe how conditions affecting the property have changed since it was designated its present zone: No longer suitable for single family use

Will a Specific Use Permit with Term for alcoholic beverages sales be needed: ___ Yes ___ No

RECEIVED
OCT 16 2006
PACKET

NOTE: If property owner is to be represented by an authorized agent, the agent should sign the property owner's name and his own on the lines provided above and complete the affidavit below.

A $250.00 filing fee shall accompany all requests for a single, standard zone change request. A multiple zone change proposal shall incur an additional $25.00 fee per district requested in excess of one. A $400.00 filing fee shall accompany all requests for a single PD, Planned District zone change request. A multiple PD proposal shall incur an additional $50.00 fee per additional district. If no public hearing is called, 80% of the fee will be refunded. If needed, a Traffic Impact Analysis may be required and a fee of up to $500.00 will be assessed.

NOTE: CD of Site Plan must be submitted in .pdf format 10 days prior to hearing before City Council, in addition to the required eight (8) paper copies for internal routing purposes.

Property Owner: SCI Investments Date: October 16, 2006

By: Landgraf, Crutcher and Associates, Inc. Date: October 16, 2006
(If applicable - see note)

State of Texas §
County of Midland §

Before me, the undersigned authority, on this day personally appeared Joe M. Tucker, P.E. who, being by me duly sworn, upon oath says: That he is authorized by SCI Investments., the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

Joseph M. Tucker
(Signature of Affiant)

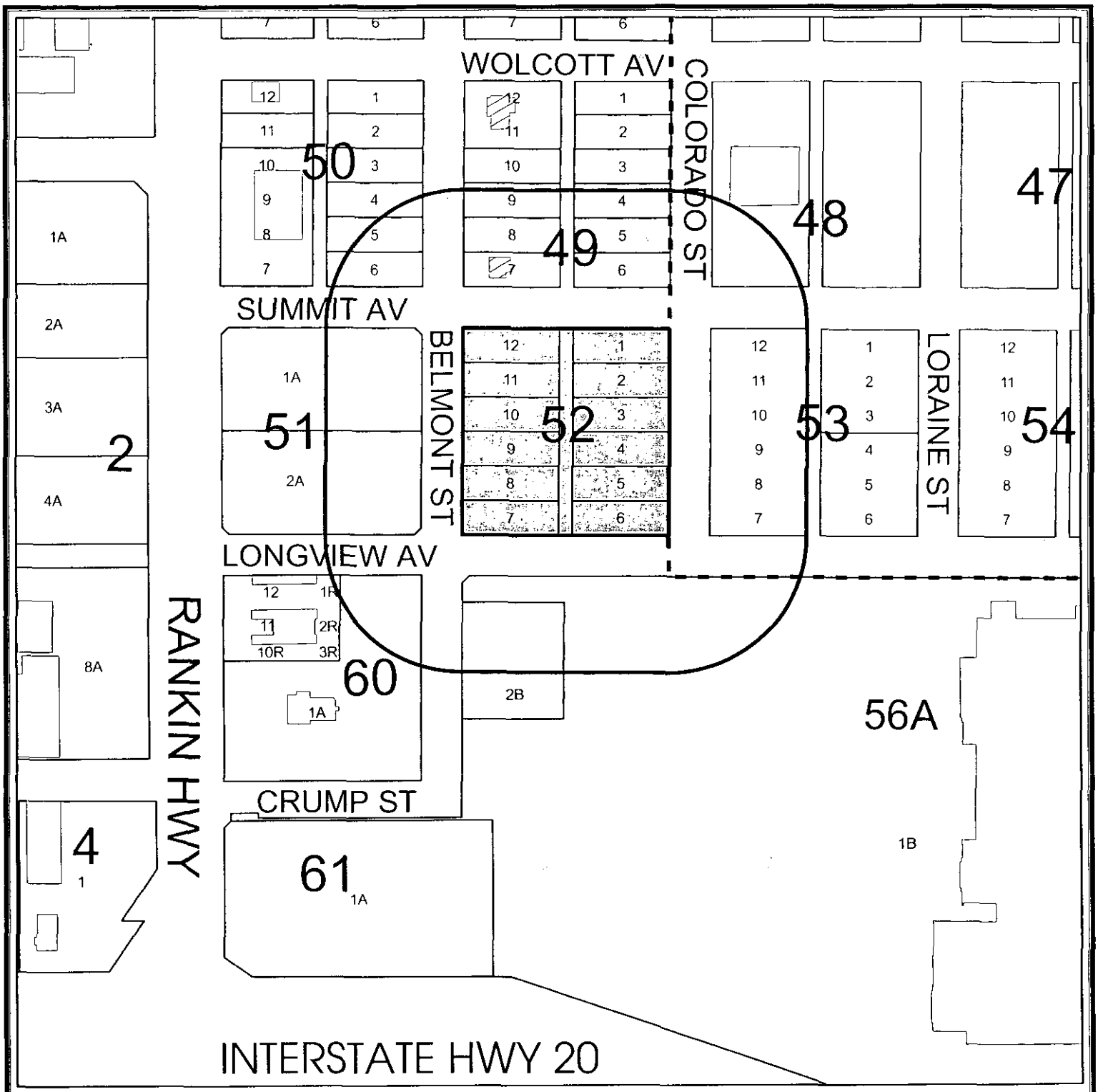
Subscribed and sworn to before me, by the said Joe M. Tucker, P.E. this 16 day of October, 20 06 to certify which witness my hand and seal of office.

Lena A. Renfro
Notary Public, Ector County, Texas

LENA A RENFRO
Notary Public, State of Texas
My Commission Expires
July 01, 2008

FOR OFFICE USE ONLY
Rec'd By: DC Date: 10/16/06
Assigned: JC
For: P+Z On: 11-6-06

****Application will not be considered for scheduling until reviewed by a planner.****



NOTIFICATION WITHIN CITY LIMITS ONLY

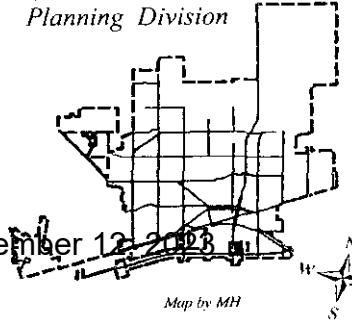
Z - 06 - 028 **Scale: 1" = 200'**

Consider a request for a zone change from 1F-1, One-Family Dwelling District and from O-1, Office District, to PD, Planned District for a Shopping Center on Block 52, Belmont Addition, City and County of Midland, Texas.

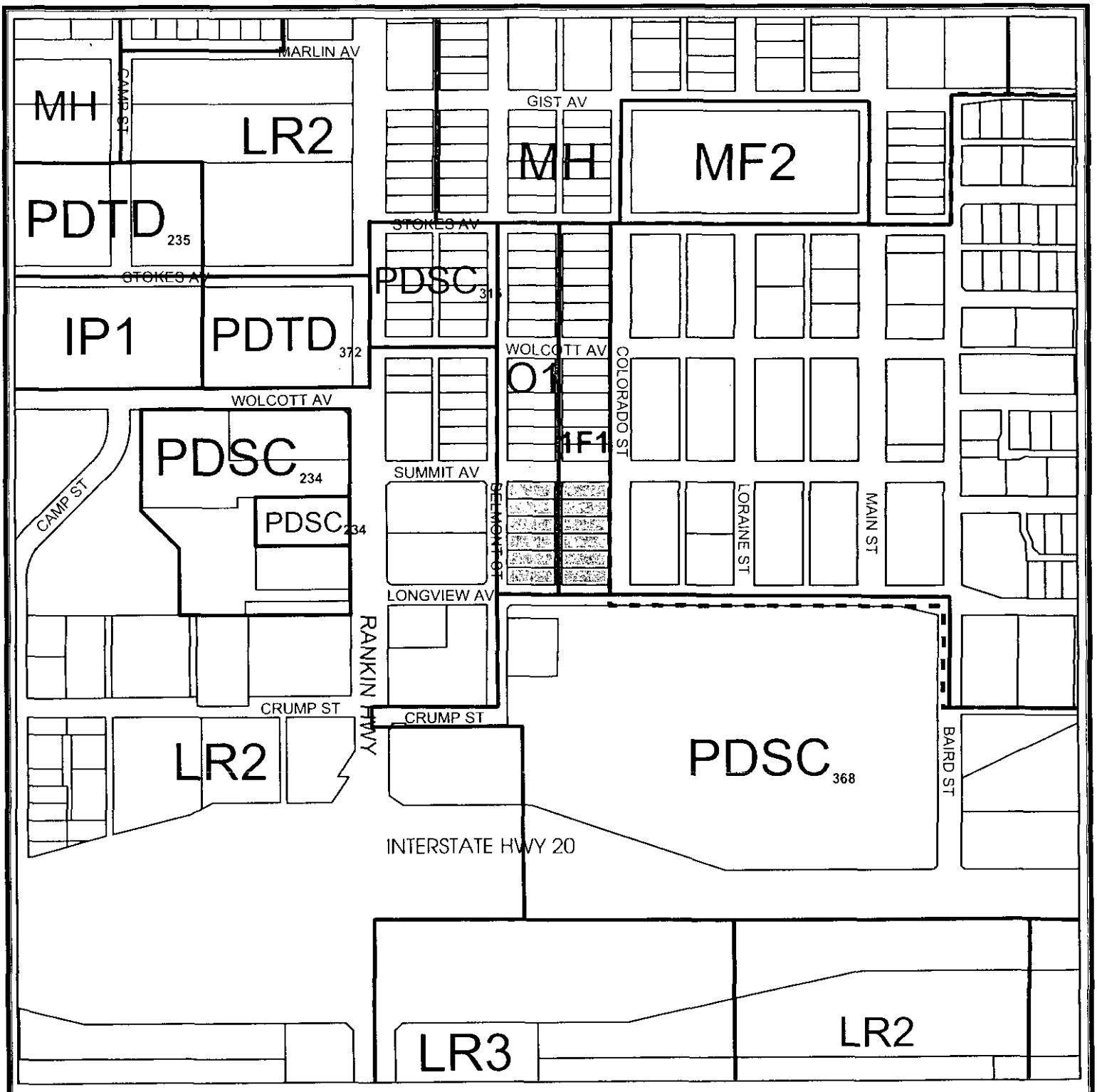
LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS

City of Midland, Texas
Planning Division



Map by MH



ZONING MAP

Z - 06 - 028 **Scale: 1" = 400'**

Consider a request for a zone change from 1F-1, One-Family Dwelling District and from O-1, Office District, to PD, Planned District for a Shopping Center on Block 52, Belmont Addition, City and County of Midland, Texas.

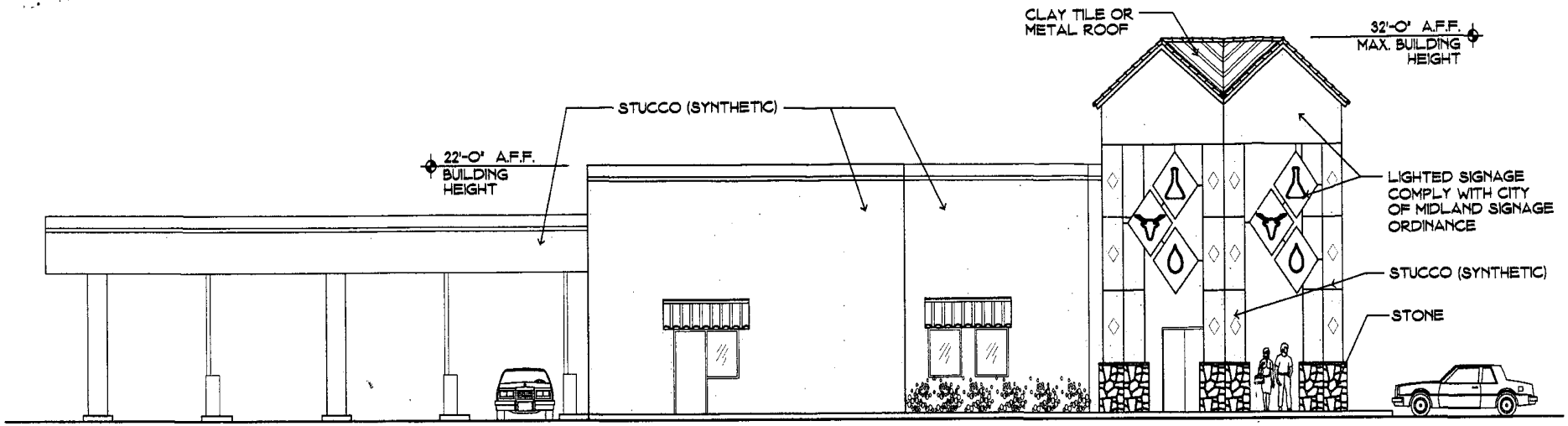
LEGEND

ZONING | PARCELS | CITY LIMITS

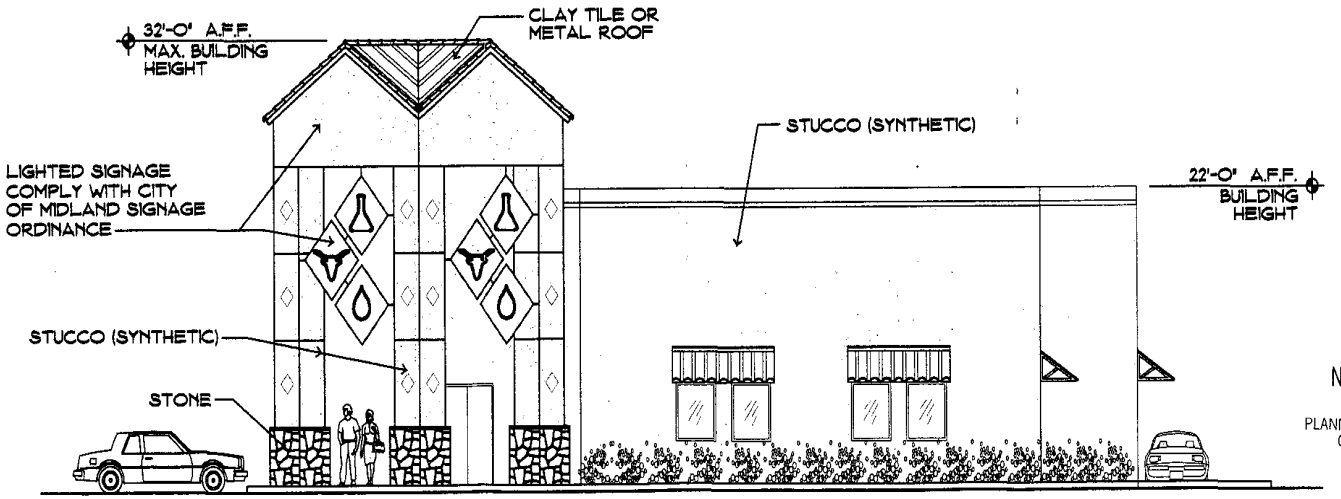
SPECIFIC USE PERMITS | PUBLIC BLDGS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	C1, C2	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



B / X1 BELMONT STREET ELEVATION
N.T.S.



A / X1 LONGVIEW AVE ELEVATION
N.T.S.

December 12, 2023

38.29

RECEIVED
NOV 14 2006
PLANNING & DEVELOPMENT
CITY OF MIDLAND

EXHIBIT B

PACKET

COMPLEX COMMUNITY FEDERAL CREDIT UNION

P&A PATE & ASSOCIATES
ARCHITECTS - PLANNERS, INC.
4000 W. ILLINOIS, SUITE 202
MIDLAND, TEXAS 79703, (432) 697-0037

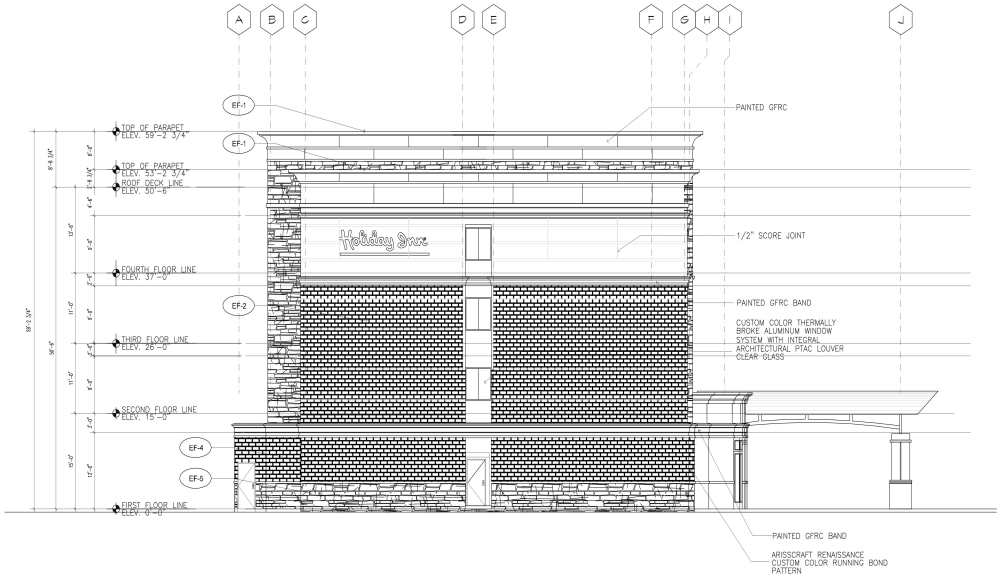
CASE NO. Z-06-028



01 REAR ELEVATION
SCALE : 3/32" = 1'-0"

C J– CONTROL JOINT 1/2"
S J– SCORE JOINT 1/2"

GFRC – GLASS FIBER REINFORCED CONCRETE
EIFS – EXTERIOR INSULATED FINISH SYSTEM
PTAC – PORTABLE TERMINAL AIR – CONDITIONING



02 LEFT ELEVATION
SCALE : 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE

FINISH NO.	MATERIAL	COLOR	NOTES
EF-1	GFRC	DRYVIT #310: CHINA WHITE	PAINT COLOR TO MATCH E.I.F.S.
EF-2	E.I.F.S.	DRYVIT #472A: CAPTAIN	
EF-3	E.I.F.S.	DRYVIT #456: OYSTER SHELL	
EF-4	BRICK	NATURAL	NATURAL COLORED GROUT
EF-5	CULTURED STONE	NATURAL/AUSTIN	NATURAL COLORED GROUT
GUTTER & DOWNSPOUT		WHITE	
WINDOWS & DOORS	WOOD/VINYL	WHITE	

NOTE:

GFRC - GLASS FIBER REINFORCED CONCRETE

OWNERSHIP AND USED OF DRAWINGS:

THESE DRAWINGS WHETHER PRINTED OR ELECTRONIC IN FORM, PREPARED BY THE ENGINEER/B.W. HUDSON ENGINEERS AND ASSOCIATES, ARE INSTRUMENTS OF SERVICE THROUGH WHICH THE CONTRACTOR SHALL EXECUTE THE WORK DESCRIBED HEREIN. ONLY THE ENGINEER SHALL OWN, CLAIM AUTHORSHIP, CLAIM COPYRIGHT OR RETAIN ANY OTHER RESERVED RIGHTS ON THESE DRAWINGS. UNLESS OTHERWISE AGREED TO OR PERMITTED IN WRITING BY THE ENGINEER, THESE DRAWINGS SHALL NOT BE COPIED, REVISED OR TRANSMITTED THIRD PARTY.

THESE DRAWINGS SHALL BE USED SOLELY FOR THIS PROJECT. THE CONTRACTOR, SUBCONTRACTOR, MATERIAL OR EQUIPMENT SUPPLIER ARE PERMITTED TO USE OR REPRODUCE PORTION(S) OF THE DRAWINGS RELATIVE TO THE PERFORMANCE OF THEIR RESPECTIVE CONTRACT FOR THE WORK.

THESE DRAWINGS SHALL NOT BE USED BY THE CONTRACTOR, SUBCONTRACTOR, MATERIAL OR EQUIPMENT SUPPLIER ON OTHER PROJECTS OR ON ADDITIONS TO THIS PROJECT OUTSIDE THE ORIGINAL SCOPE OF WORKS WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE ENGINEER.

OFFICIAL SUBMISSION OF THESE PLANS TO REGULATORY AGENCIES SHALL ONLY MEAN COMPLIANCE TO REGULATORY REQUIREMENTS AND SHALL NOT BE CONSTRUED AS PUBLICATION OR LOSS OF ENGINEER'S COPYRIGHTS OR OTHER RESERVED RIGHTS.

B.W. HUDSON
ENGINEERS AND ASSOCIATES
BUILDING DESIGN RENDERING
BLUE PRINTING SCANNING
SCALE MODELS-ANIMATIONS
217 W. Main Street, Suite 100
Grand Prairie, Texas 75050
Tel No.: (972) 264-0790
Fax No.: (972) 264-7738
bhudson01@sbcglobal.net

December 12, 2023

OWNER/DEVELOPER:
38.30

Holiday Inn
FULL SERVICE
MIDLAND, TEXAS

ARCHITECT'S SEAL

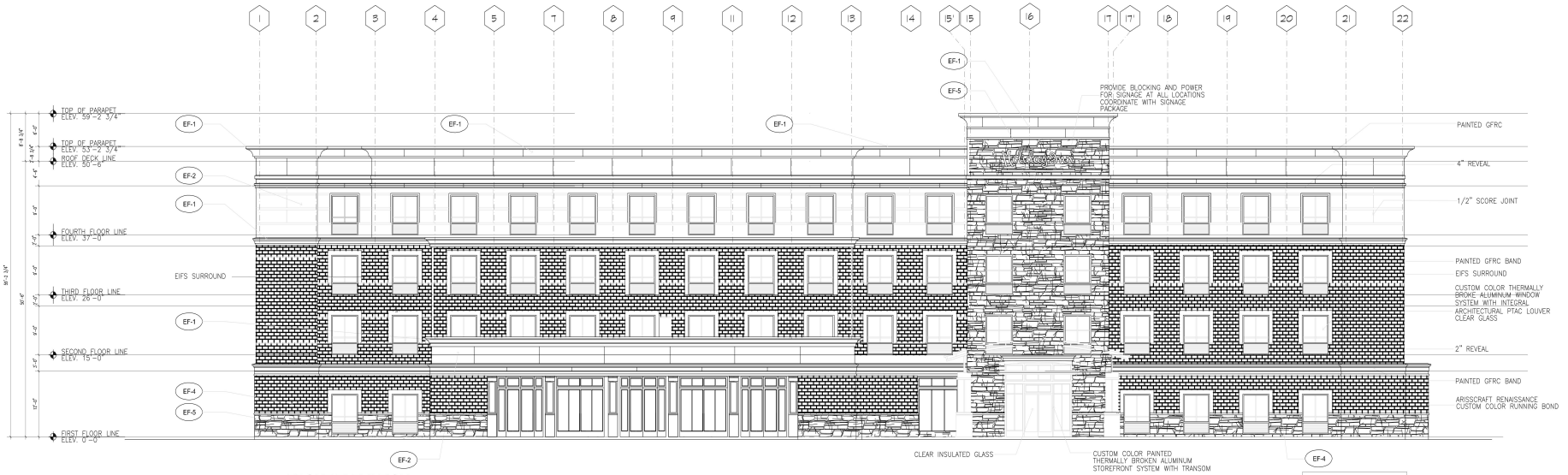
PACKET

PROJECT STATUS:
FOR CONSTRUCTION
PROJECT MANAGER:
BILLY HUDSON
DESIGN COORDINATOR:
DRAWING DONE BY:

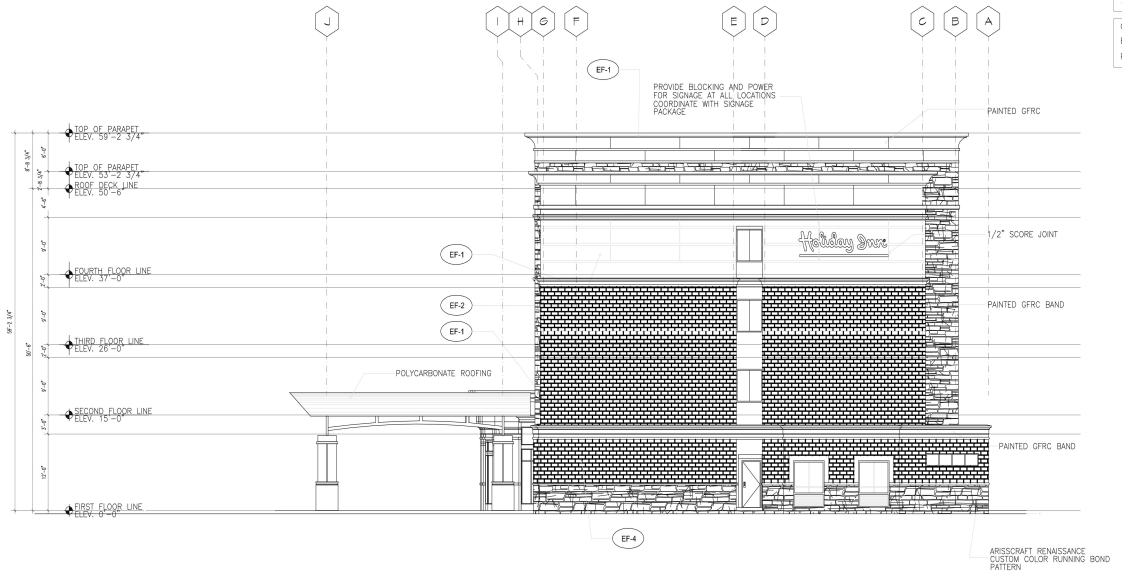
REVISION DATE:
RAM; 09-11-06
CMC; 10-02-06
SDO; 11-11-06

DRAWING NUMBER
D3.11

PLOT DATE:
11/11/2006



01 FRONT ELEVATION
SCALE : 3/32" = 1'-0"



02 RIGHT SIDE ELEVATION
SCALE : 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE

FINISH NO.	MATERIAL	COLOR	NOTES
EF-1	GFRC	DRYVIT #310: CHINA WHITE	PAINT COLOR TO MATCH E.I.F.S.
EF-2	E.I.F.S.	DRYVIT #472A: CAPTAIN	
EF-3	E.I.F.S.	DRYVIT #456: OYSTER SHELL	
EF-4	BRICK	NATURAL	NATURAL COLORED GROUT
EF-5	CULTURED STONE	NATURAL/AUSTIN	NATURAL COLORED GROUT
GUTTER & DOWNSPOUT		WHITE	
WINDOWS & DOORS	WOOD/VINYL	WHITE	

NOTE:
GFRC - GLASS FIBER REINFORCED CONCRETE

OWNERSHIP AND USED OF DRAWINGS:

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B.W. HUDSON ENGINEERS AND ASSOCIATES
BUILDING DESIGN, RENDERING
BLUE PRINTING, SCANNING
SCALE MODELS, ANIMATIONS
217 W. Main Street, Suite 100
Grand Prairie, Texas 75050
Tel No. : (972) 264-0799
Fax No. : (972) 264-7738
bhudson01@sbcglobal.net

December 12, 2023

OWNER/DEVELOPER:
38.31

Holiday Inn EXPRESS & SUITES
FULL SERVICE
MIDLAND, TEXAS

ARCHITECT'S SEAL

PROJECT STATUS:
FOR CONSTRUCTION
PROJECT MANAGER:
BILLY HUDSON
DESIGN COORDINATOR:
DRAWING DONE BY:

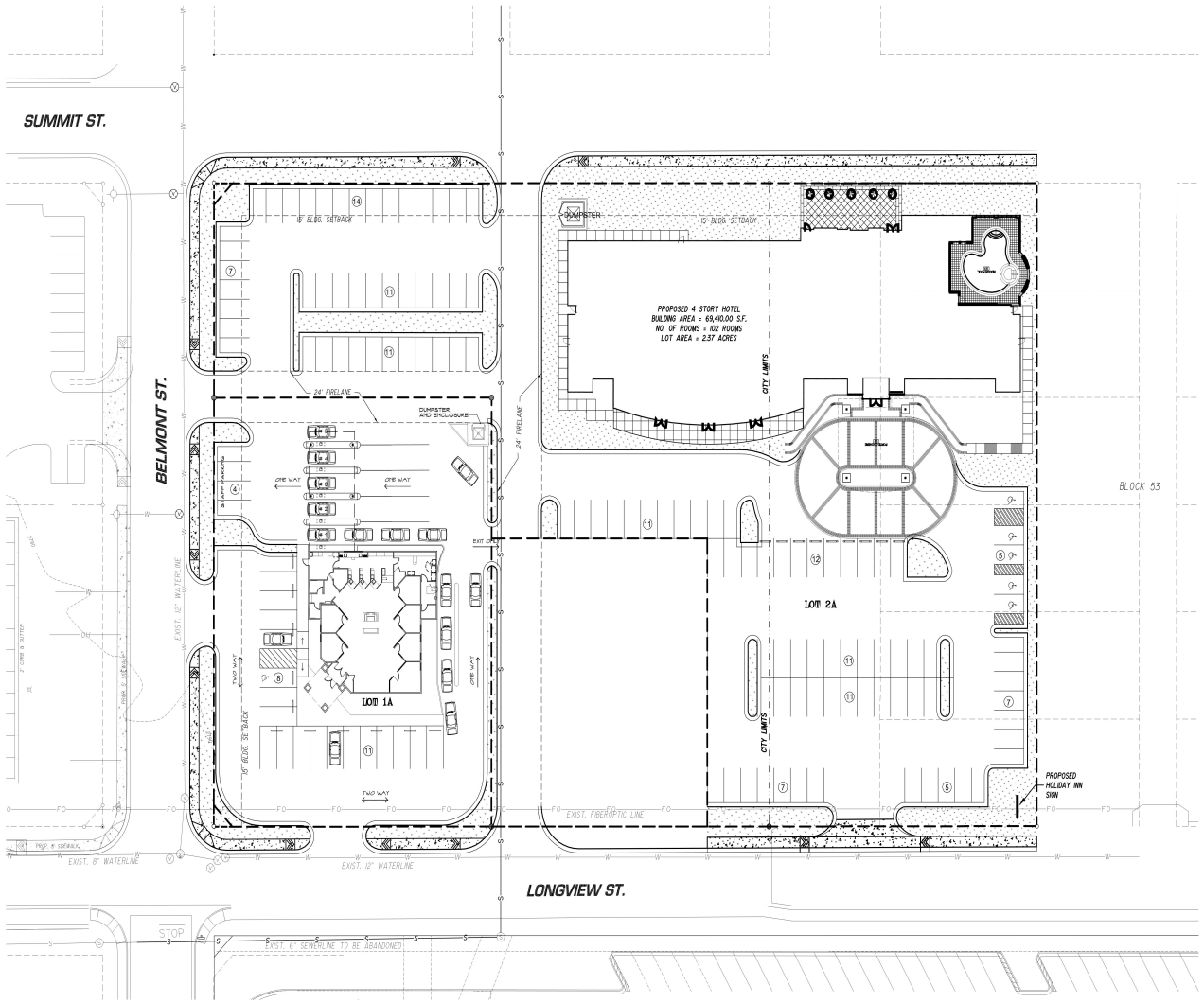
REVISION DATE:
RAM : 09-11-06
CMC : 10-02-06
SDO : 11-11-06

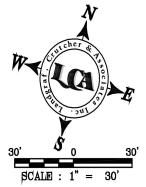
DRAWING NUMBER
D3.10

PLOT DATE:
11/11/2006

PACKET

BELMONT ADDITION, SECTION TWELVE



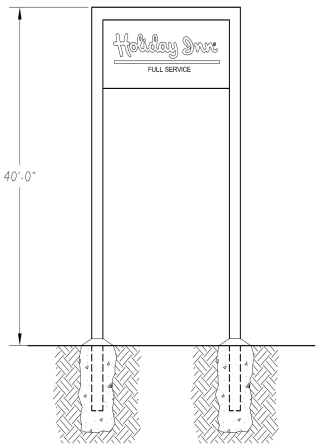


LOT 2A

LOT AREA	87,646 S.F.
BUILDING SQ. FT.	69,410.0 S.F.
REQUIRED PARKING	112 SPACES
PROVIDED PARKING	112 SPACES
LANDSCAPE AREA	17,029 S.F.

LOT 1A

LOT AREA	29,949 S.F.
BUILDING SQ. FT.	3,969 S.F.
REQUIRED PARKING	10 SPACES
PROVIDED PARKING	23 SPACES
LANDSCAPE AREA	3,667 S.F.



POLE SIGN DETAIL
SCALE: NONE

PACKET 38.32 December 12, 2023

JOB # 2006-092

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LCA *Landgraf, Crutcher and Associates, Inc.*
TRANSPORTATION • ENVIRONMENTAL • CIVIL ENGINEERS ODESSA, TEXAS
Phone. # (432) 332-5058 Fax # (432) 332-8812

City Council Agenda

Approved for Agenda:
MJohnston
City Manager's Office

MEETING DATE: November 28, 2006

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: *Z-06-028, Zone Change*

Purpose:
Hold a public hearing at 11:09 a.m. and consider an ordinance on a request by SCI for a zone change from O-1, Office District and 1F-1, One-Family Dwelling District to PD, Planned District for a Shopping Center.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:
N/A

Discussion:
The applicant wishes to construct a credit union and a four-story hotel on this property. The current zoning does not allow the hotel use or the four-story height. Consequently, the applicant is requesting a zone change from 1F-1 and O-1 Districts to Planned District for a Shopping Center, subject to the LR-2 District regulations and to site plan review. Credit unions and hotels are allowed uses in the LR-2 District, but the maximum building height is limited to 28.75 feet. The reason for the planned district is to allow a 59-foot tall building. The applicant has submitted three site plans: Exhibits A, B, C, and D. Exhibit A is a plan view of both buildings. All of the conditions associated with the credit union, located on the west portion of the tract, appear reasonable. Although the credit union building is 32 feet tall, the building setback is over 50 feet, so the slight increase in building height is not an issue. The credit union also includes a total of six drive through lanes. Due to a possible traffic conflict at the single drive through window, we recommend that the driveway onto the alley, which is to be vacated and used as a driveway, be deleted from the site plan.

However, the hotel falls not only on the east half of the tract, but extends an additional 145 feet eastward, which is beyond the City limit line. Since the City has no zoning authority outside the City limit, the portion of Exhibits A, C, and D that lie outside the City cannot be enforced. We can only rely on the integrity of the developer to follow the conditions shown on these site plans. Given the investment into this facility, be would be very surprised if the developer would not complete the project as shown on the site plans.

The City Council has used planned districts to allow taller buildings where an increase in building setback is provided. Under the standard policy, a 59-foot tall building would require a 105-foot front setback. The distance from the south side of the hotel to Longview Avenue is 190 feet. However, the setback from the north property line, which is also a front yard, is only 15 feet, and the eastern setback is only 10 feet. Thus, the proposed building will not meet the standard policy regarding building setbacks.

Exhibit B illustrates the elevation views of the credit union. It is to be constructed of synthetic stucco, stone and glazing, with a tile or metal roof. The credit union site will be subject to the regulations of the Sign Code and the Landscape Code. Exhibits C and D illustrate the elevation views of the hotel. Exterior building materials include brick, E.F.I.S, cultured stone and glazing. These materials along with the design features should provide an attractive hotel that will be an asset to the area. The regulations of the Sign Code and Landscaping Code will also apply.

CDS

City Council Meeting

Item Number: 39

Meeting Date: November 14, 2023, December 12, 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 LOT 18, BLOCK 1, EDWARDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH DALLAS STREET, APPROXIMATELY 200 FEET NORTH OF MISSISSIPPI 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)

Purpose:

The applicant, Steven Villela, is requesting a Zone Change from MF-16, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District to construct a house on the property.

Recommended City Council Action:

Approve

Fiscal Impact:

No city funds would be required for this project.

Discussion:

Current Zoning:

MF-16, Multiple-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are all zoned MF-16, Multiple-Family Dwelling District, and the location of single-family residences.

Analysis:

The property owner plans to construct a single-family residence on the property which the current zoning classification does not allow.

The previous zoning ordinance allowed single-family homes to be constructed in the MF-16, Multiple-Family Dwelling District. As of July 1, 2019, the updated zoning ordinance does not allow single-family residential uses with the MF-16, Multiple-Family Dwelling District. Based on the current and surrounding land uses in this neighborhood a zone change to SF-3, Single-Family Dwelling District is compatible with existing and adjacent land uses and lot dimensions.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments

Building: (Approved)

No Oil and Gas issues.

Engineering:(Approved)

No objections to zoning/zone change. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Transportation: (Approved)

No objections to zoning/zone change. [For Applicant's Information Only.]

Planning:

The Tall City Tomorrow Comprehensive Plan designates the existing MF-16 portion Urban

Residential-Medium (UR-M), which calls for a mix of housing types, including single-family detached, single-family attached, and townhouse uses. Therefore a single-family-dwelling would be consistent with this designation.

Staff recommends approval of this zone change from MF-16, Multiple-Family Dwelling District to SF-3, 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-3, Single-Family Dwelling District.

Letters of Objection:

As of November 1, 2023, staff has received no letters of objection for this request.

Attachments:

Application
Maps
Photos

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 18, BLOCK 1, EDWARDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH DALLAS STREET, APPROXIMATELY 200 FEET NORTH OF MISSISSIPPI AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 18, Block 1, Edwards Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-23-0347

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Steven Villela		Phone (432) 235 4752 Email steven@stevenvillela.com	
Address P.O. Box 10721	City Midland	State TX	Zip 79702

Property Owner Printed Name: Steven Villela		Phone (432) 235 4752 Email steven@stevenvillela.com	
Address P.O. Box 10721 Midland, TX 79702	City Midland	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 909 N. Dallas Midland, TX 79701

Legal Description
Lot: 18 Block: 1 Subdivision: Edwards

Current Zoning: MF-16

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Not complaint with MF-16 size requirements and would be what was previously built their and comparable to neighbors

Present Use of Property: Residential/Sigle Family Dwelling

Proposed Use of Property: Residential/Sigle Family Dwelling

How would this zone change affect the public health, safety and welfare? NA

Describe how conditions affecting the property have changed since present zoning designation: NA

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Steven Villela	Date: Sep 19, 2023
Applicant (printed): Steven Villela	
Property Owner (signature): Steven Villela	Date: Sep 19, 2023
Property Owner (printed) : Steven villela	

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 Sep 19, 23 who, being by me duly sworn, upon oath says: That (s)he is the owner of 909 N Dallas or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

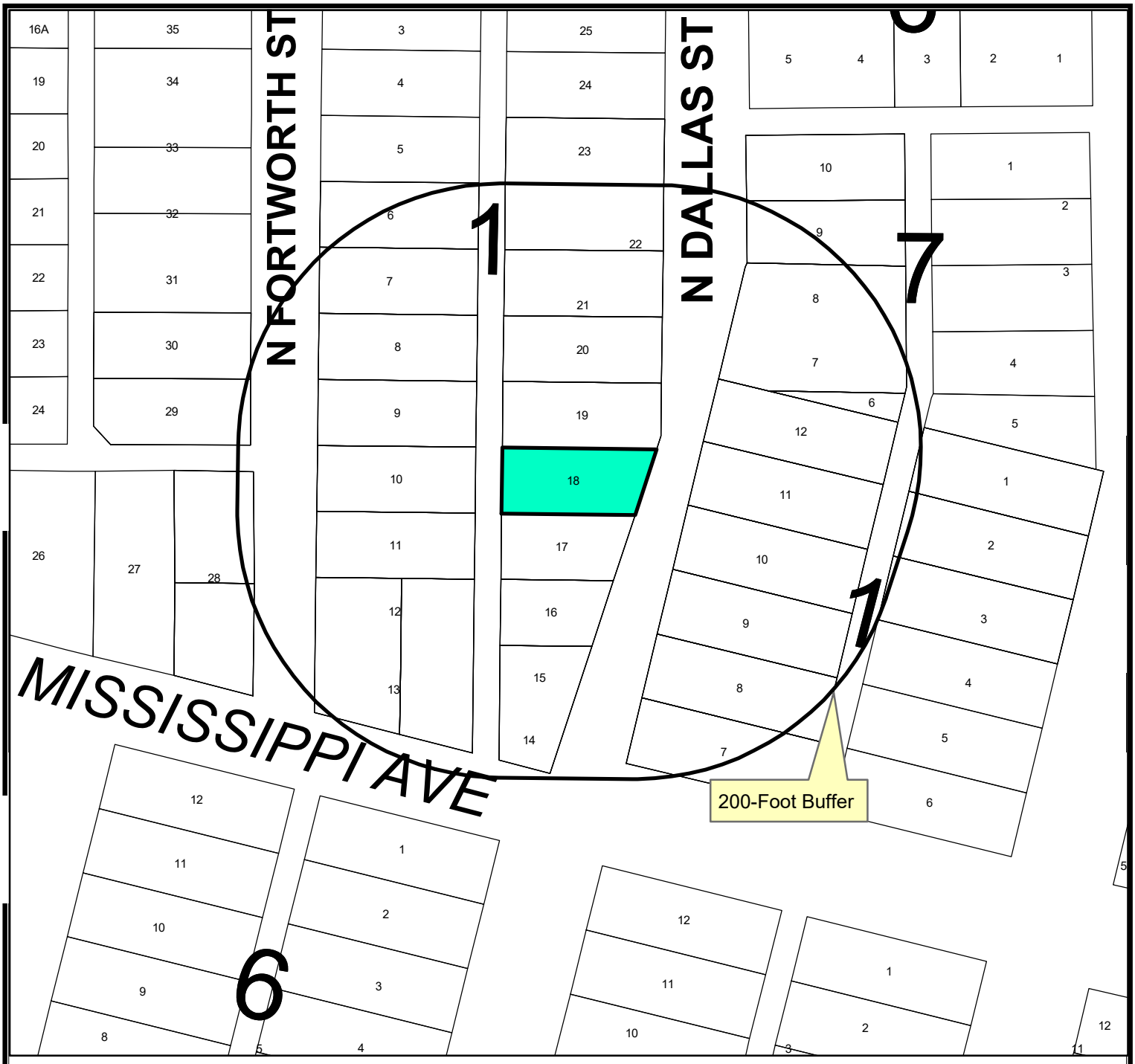
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee Waived (District 2) Per Interim Director	☑ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By: Landon Ochoa	Date: SEP 19 2023

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

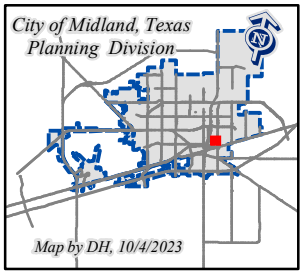
Z-23-0347 **Scale: 1" = 1,297'**

A request by Steven Villela for a Zone Change from MF-16, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 18, Block 1, Edwards Addition, City and County of Midland, Texas.

Generally located west of North Dallas Street approximately 200-feet north of Mississippi Avenue (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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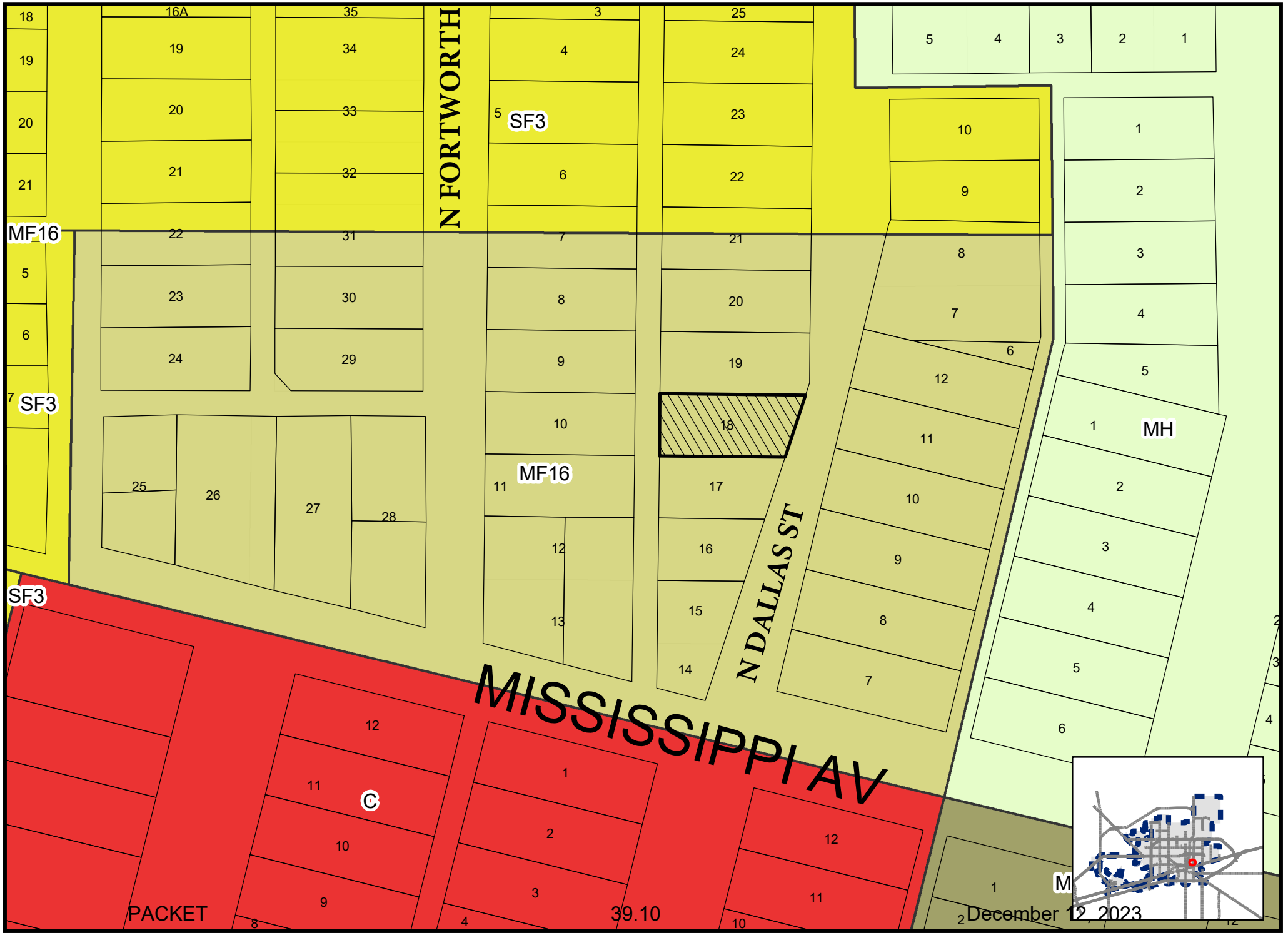
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH, 10/12/2023

Z-23-0347

Scale: 1" = 1,158'

ZONING MAP

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City Council Meeting

Item Number: 40

Meeting Date: December 12, 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 AN 80.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 500 FEET WEST OF HIGHLAND BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Boot Lake Ranch Property Owner, LLC, is requesting a zone change from AE, Agricultural Estate District to LR, Local Retail District for retail and office use.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

AE, Agricultural Estate District.

Surrounding Zoning and Land Use:

The property to the north is zoned AE, Agricultural Estate District and is the location of a church. The majority of the properties to the east are zoned SF-2, Single-Family Dwelling District and are the locations of residences. The properties to the south are zoned SF-1 and are the locations of residences. There is also a vacant property southeast which is zoned PD, Planned District for an Office Center. A school is also located southeast and is zoned SF-2. The properties to the southwest are zoned SF-1 and PD, Planned District for Housing Development and are the locations of residences. The properties to the west are zoned SF-1 and are the locations of residences. The properties to the northwest are zoned CE, Country Estate District and PD, Planned District for Housing Development and are the locations of vacant properties and residences.

Analysis:

The applicant, Boot Lake Ranch, LLC, is requesting this zone change to prepare the property for retail and office use. This use is not permitted in the property's current zoning district. Therefore, they are requesting that the property's zoning be changed to LR, Local Retail District to allow the use.

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 objection. [For Applicant's Information Only.]

Code Compliance: (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.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Planning: (Approved with Conditions)

The Future Land Use Map in Chapter 3 of the Tall City Comprehensive Plan designates this area as Park/Open Space which calls for uses that are "limited, primarily natural as this is the site of the former Nueva Vista Golf Course. However, Chapter 3 also designates this property as being part of the Current Development area which encourages mixed use developments with similar land use intensities along the arterial corridors. This request would help fulfill that policy.

Additionally, the request would be consistent with the surrounding land use as the area has a mix of non-residential and residential uses. As mentioned previously, there are several properties to the east along Wadley Avenue that are zoned LR, Local Retail District and the locations of offices and medical facilities. The property is also adjacent to an area designated as Urban-Medium which calls for single-family and multi-family residences, churches, commercial, and mixed uses.

The Planning and Zoning Commission recommended approval of this request on November 6, 2023.

Therefore, staff recommends approval of this zone change from AE, Agricultural Estate District to LR, Local Retail District subject to conditions A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the LR, Local Retail District.**

Letters of Objection:

Staff has received one letter of objection as of December 6, 2023. However, the address from which the letter came from is not within the 200-foot buffer of the property. Therefore, it does not influence the objection percentage.

Attachments:

Application
Survey (Exhibit A)
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 80.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 500 FEET WEST OF HIGHLAND BOULEVARD); 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 an 80.91-acre tract of land out of Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to LR, Local 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 AE, Agricultural Estate District to LR, Local 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

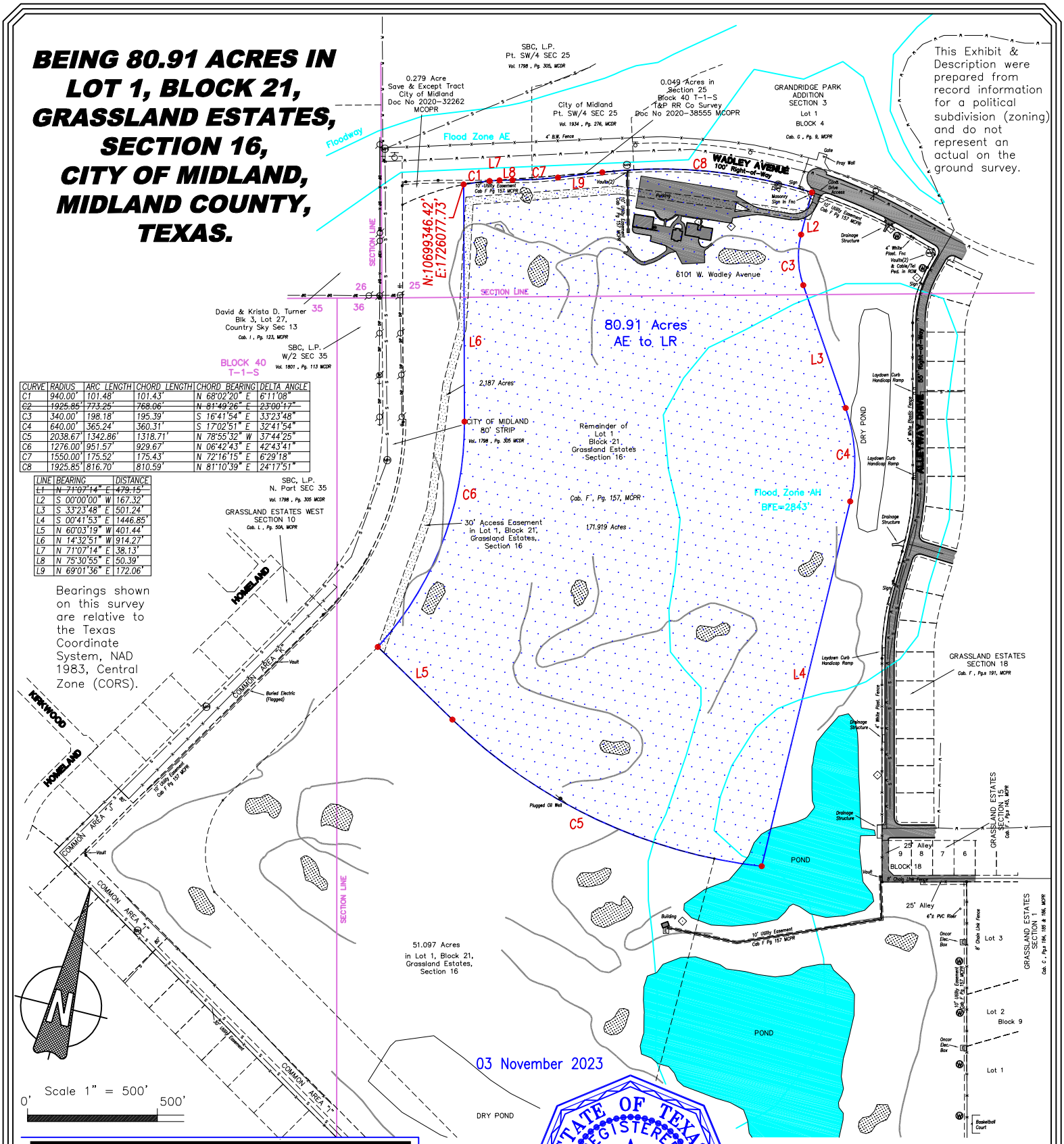
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

BEING 80.91 ACRES IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	940.00'	101.48'	101.43'	N 68°02'20" E	6°11'08"
~~C2~~	~~1925.85'~~	~~773.25'~~	~~768.06'~~	~~N 81°49'26" E~~	~~23°00'17"~~
C3	340.00'	198.18'	195.39'	S 16°41'54" E	33°23'48"
C4	640.00'	365.24'	360.31'	S 17°02'51" E	32°41'54"
C5	2038.67'	1342.86'	1318.71'	N 78°55'32" W	37°44'25"
C6	1276.00'	951.57'	929.67'	N 06°42'43" E	42°43'41"
C7	1550.00'	175.52'	175.43'	N 72°16'15" E	6°29'18"
C8	1925.85'	816.70'	810.59'	N 81°10'39" E	24°17'51"

LINE	BEARING	DISTANCE
~~L1~~	~~N 71°07'14" E~~	~~479.15'~~
L2	S 00°00'00" W	167.32'
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L7	N 71°07'14" E	38.13'
L8	N 75°30'55" E	50.39'
L9	N 69°01'36" E	172.06'

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

03 November 2023

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron Scott Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

ZONING EXHIBIT

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204
Midland, Texas 79701
P.O. Box 81041
Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

METES & BOUNDS DESCRIPTION FOR 80.91 ACRES IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Legal Description for Zoning:

Agricultural Estate District to Local Retail District:

Being 80.91 Acres of Land located in Lot 1, Block 21, Grassland Estates, Section 16, City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N:10699346.42',E:1726077.73') a point in the south right of way line of Wadley Avenue for the northwest corner of this tract, whence the original northwest corner of said Lot 1 bears South 77°50'03" West, a distance of 236.20 feet and the southwest corner of said Section 25 bears South 21°26'04" West, a distance of 538.38 feet;

Thence with a curve to the right having a radius length of 940.00 feet, an arc length of 101.48 feet, a delta angle of 06°11'08", and a chord length of 101.43 feet bearing North 68°02'20" East to a point of tangency in the north line of this tract;

Thence North 71°07'14" East, a distance of 38.13 feet to a point of deflection in the north line of this tract;

Thence North 75°30'55" East, a distance of 50.39 feet to a point of curvature in the north line of this tract;

Thence with a curve to the left having a radius length of 1550.00 feet, an arc length of 175.52 feet, a delta angle of 06°29'18", and a chord length of 175.43 feet bearing North 72°16'15" East to a point of tangency in the north line of this tract;

Thence North 69°01'36" East, a distance of 172.06 feet to a point of curvature in the north line of this tract;

Thence with a curve to the right having a radius length of 1925.85 feet, an arc length of 816.70 feet, a delta angle of 24°17'51", and a chord length of 810.59 feet bearing North 81°10'39" East to a point for the northeast corner of this tract;

Thence South 00°00'00" West, a distance of 167.32 feet to a point of curvature in the east line of this tract;

Thence with a curve to the left having a radius length of 340.00 feet, an arc length of 198.18 feet, a delta angle of 33°23'48", and a chord length of 195.39 feet bearing South 16°41'54" East to a point of tangency in the east line of this tract;

Thence South 33°23'48" East, a distance of 501.24 feet to a point of curvature in the east line of this tract;

Thence with a curve to the right having a radius length of 640.00 feet, an arc length of 365.24 feet, a delta angle of 32°41'54", and a chord length of 360.31 feet bearing South 17°02'51" East to a point of tangency in the east line of this tract;

Thence South 00°41'53" East, a distance of 1446.85 feet to a point for the southeast corner of this tract;

Thence with a curve to the right having a radius length of 2038.67 an arc length of 1342.86 a delta angle of 37°44'25", and a chord length of 1318.71 feet bearing North 78°55'32" West to a point of tangency in the south line of this tract;

Thence North 60°03'19" West, a distance of 401.44 feet to a point for the southwest corner of this tract;

Thence with a curve to the left having a radius length of 1276.00 feet, an arc length of 951.57 feet, a delta angle of 42°43'41", and a chord length of 929.67 feet bearing North 06°42'43" East to a point of tangency in the west line of this tract;

Thence North 14°32'51" West, a distance of 914.27 feet to the Point of Beginning.

Containing 80.91 acres of land.

Bearings, distances, and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone (CORS).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

03 November 2023

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

ZONING EXHIBIT

Professional Land Surveying & Mapping

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415 W. Wall St., Suite 204 Midland, Texas 79701
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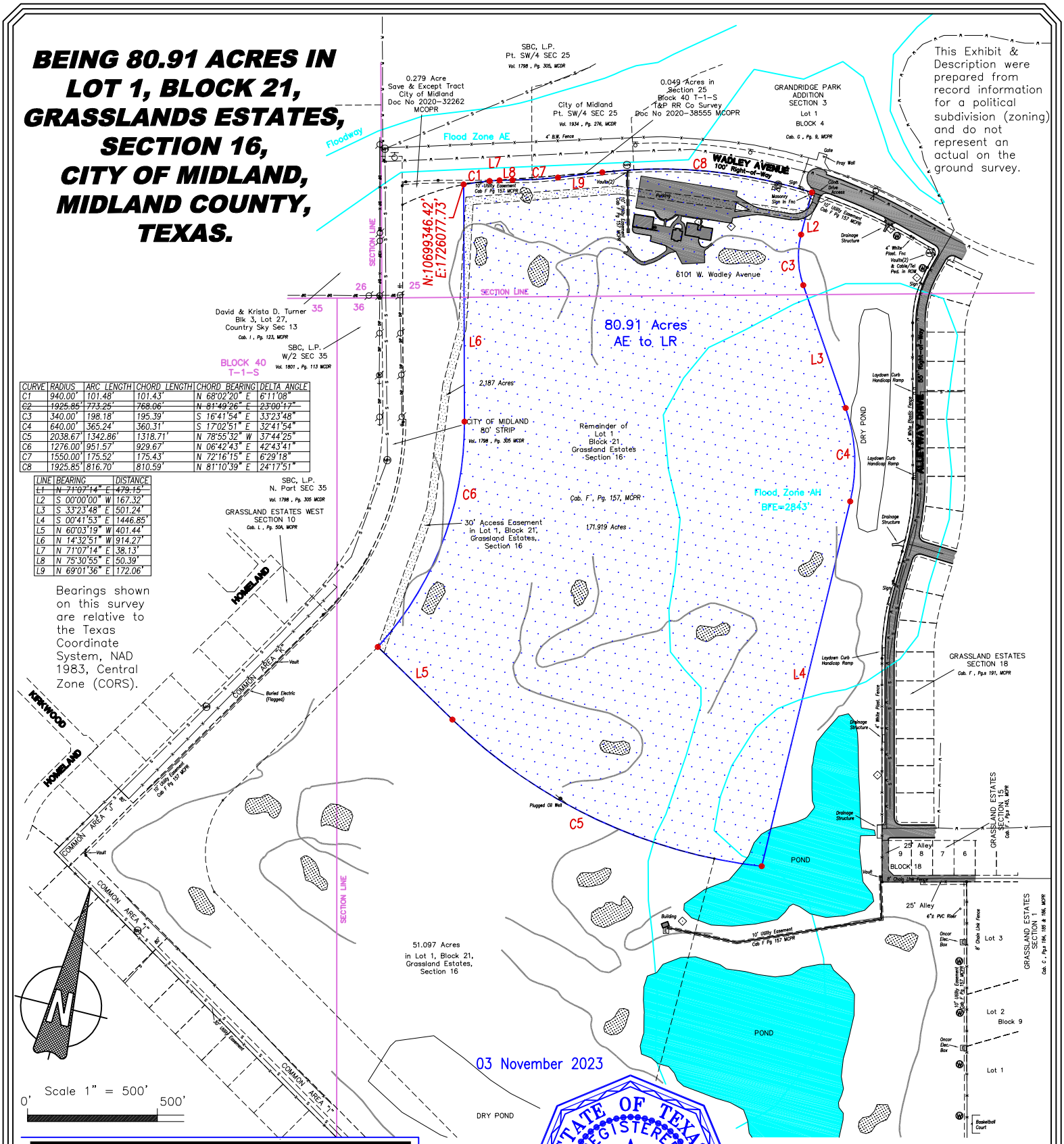

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03 November 2023

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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: Boot Lake Ranch Property Owner, LLC		Phone (432) 260-5081 Email adam@dahliacompanies.com	
Address 1031 Andrews Highway, Suite 205	City Midland	State TX	Zip 79701

Property Owner Printed Name: Boot Lake Ranch Property Owner, LLC		Phone (432) 260-5081 Email adam@dahliacompanies.com	
Address 1031 Andrews Highway, Suite 205	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 6101 W Wadley Ave.

Legal Description A 80.96 Acre Tract out of Lot 1, Block 21, reference Exhibit A
Lot: Block: Subdivision: Grassland Estates Addition

Current Zoning: AE Agricultural Estate

Proposed Zone: LR Local Retail
(List by tracts if more than one district is requested)

Reason for Zone Change Request:
To permit the development of a mix of commercial / retail and office

Present Use of Property: Closed golf course

Proposed Use of Property: Commercial / Retail and Office

How would this zone change affect the public health, safety and welfare?
In addition to the proposed commercial use, the development will also contain public access to various improvements, such as trails and open spaces, providing amenities to the adjacent neighborhoods.

Describe how conditions affecting the property have changed since present zoning designation:
The proposed development will create a retail and entertainment destination hub by redeveloping the underutilized land.

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: 10/09/2023
Applicant (printed): Adam Cunyus	
Property Owner (signature):	Date: 10/09/2023
Property Owner (printed) : Boot Lake Ranch Property Owner, LLC	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Adam Cunyus who, being by me duly sworn, upon oath says: That (s)he is the owner of Boot Lake Ranch Property Owner, LLC or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9 day of October, 2023, to certify which witness my hand and seal of office.

JESSICA FRANCO
Notary ID #125232871
My Commission Expires
September 29, 2024

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

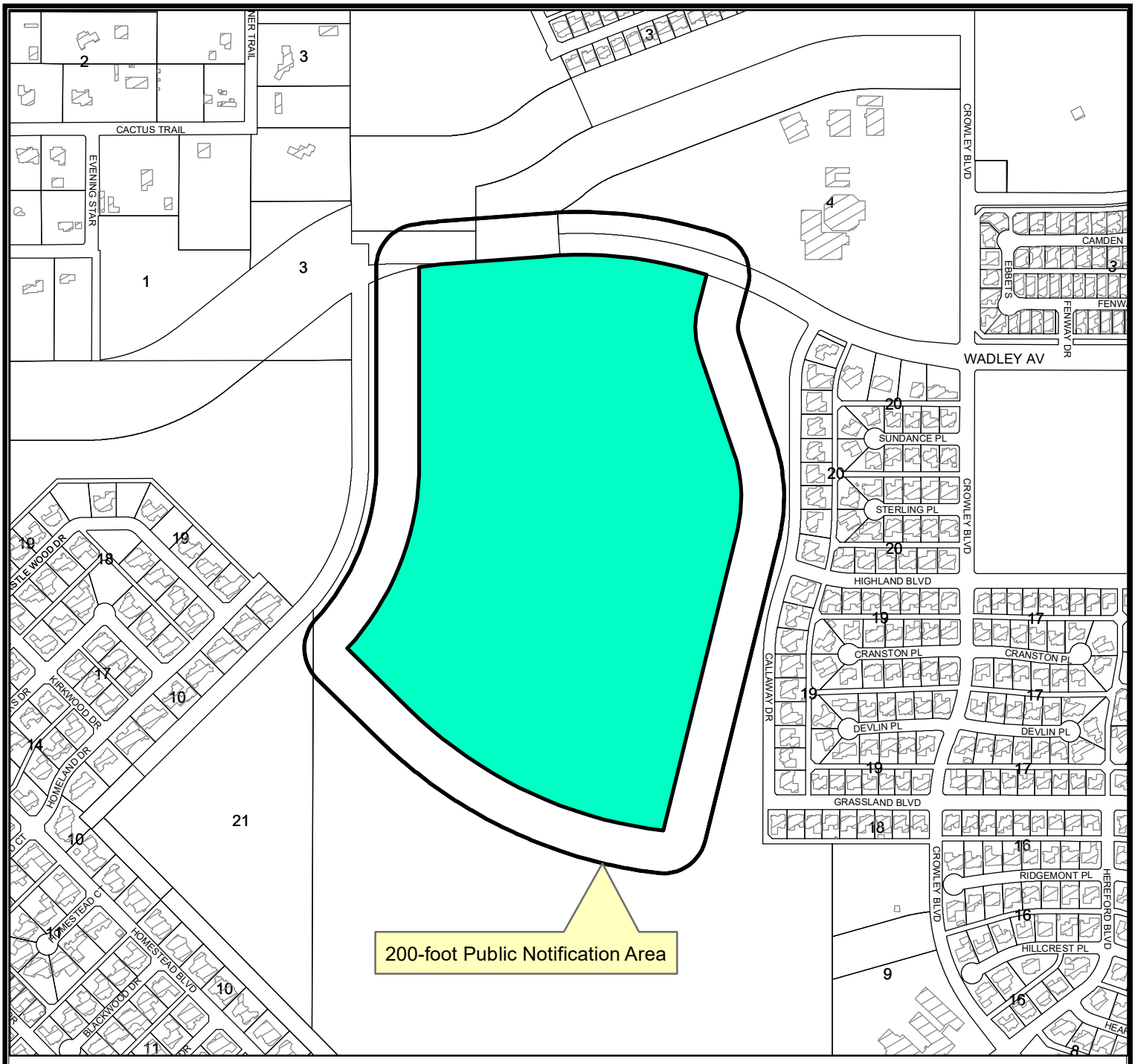
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)

Check # 1014

Received By: Landon Olivo Date: OCT 09 2023

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

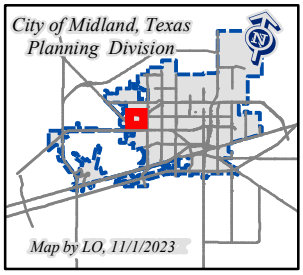
Z-23-0349 **Scale: 1" = 8000'**

Consider a request by Boot Lake Ranch Property Owner, LLC for a zone change from, AE, Agricultural Estate District, to LR, Local Retail District for an 80.91-acre portion of Lot 1, Block 21, Grasslands Estates, Section 16, City and County of Midland, Texas.

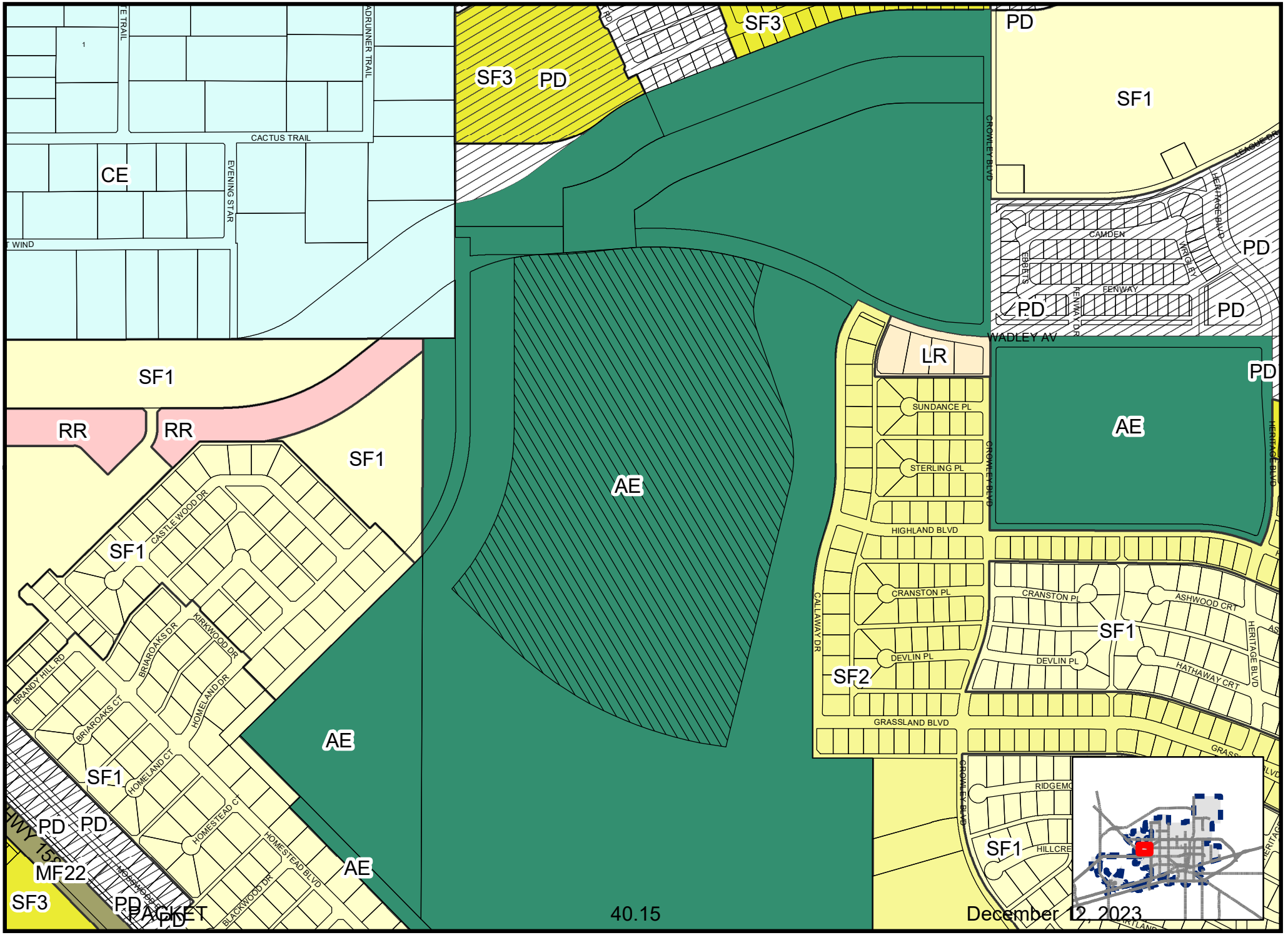
Generally located on the south side of West Wadley Avenue, approximately 500 feet west of Highland Boulevard (Council District 4)

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 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.


SF3
PD
SF1
CACTUS TRAIL
CE
EVENING STAR
CROWLEY BLVD
CAMDEN
WRIGLEY
FENWAY
RENWAY DR
HERITAGE BLVD
WADLEY AV
LR
SUNDANCE PL
STERLING PL
HIGHLAND BLVD
AE
RR
CASTLE WOOD DR
BRIARCREST DR
BRIARCREST CT
BRIARCREST CIR
BRIARCREST PL
BRIARCREST LN
BRIARCREST WAY
BRIARCREST TRL
BRIARCREST PKWY
BRIARCREST BLVD
BRIARCREST ALY
BRIARCREST RD
BRIARCREST ST
BRIARCREST AVE
BRIARCREST CRT
BRIARCREST PLZ
BRIARCREST SQ
BRIARCREST TER

RECEIVED
NOV 08 2023

MIDLAND
Planning Division

MAILED

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, November 6, 2023**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Boot Lake Ranch Property Owner, LLC** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: An 80.96-acre portion of Lot 1, Block 21, Grasslands Estates, Section 16, City and County of Midland, Texas.

LOCATION: Generally located on the south side of West Wadley Avenue approximately 500 feet west of Highland Boulevard. (Council District 4)

PROPOSED ZONING: **From:** AE, Agricultural Estate District.

To: LR, Local 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 ✓ **Comments:** This was never mailed to my address. Received from Holt.

Required Information:

Renea Wells — Property Owner's Signature

Renea Wells — Printed Name

5601 Grassland Blvd. — 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: 6
Date Mailed: October 27, 2023
Case Number: Z-23-0349
Case Name: Boot Lake Ranch
LO Planner's Initials

Cristina O. Burns
Director of Development Services
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



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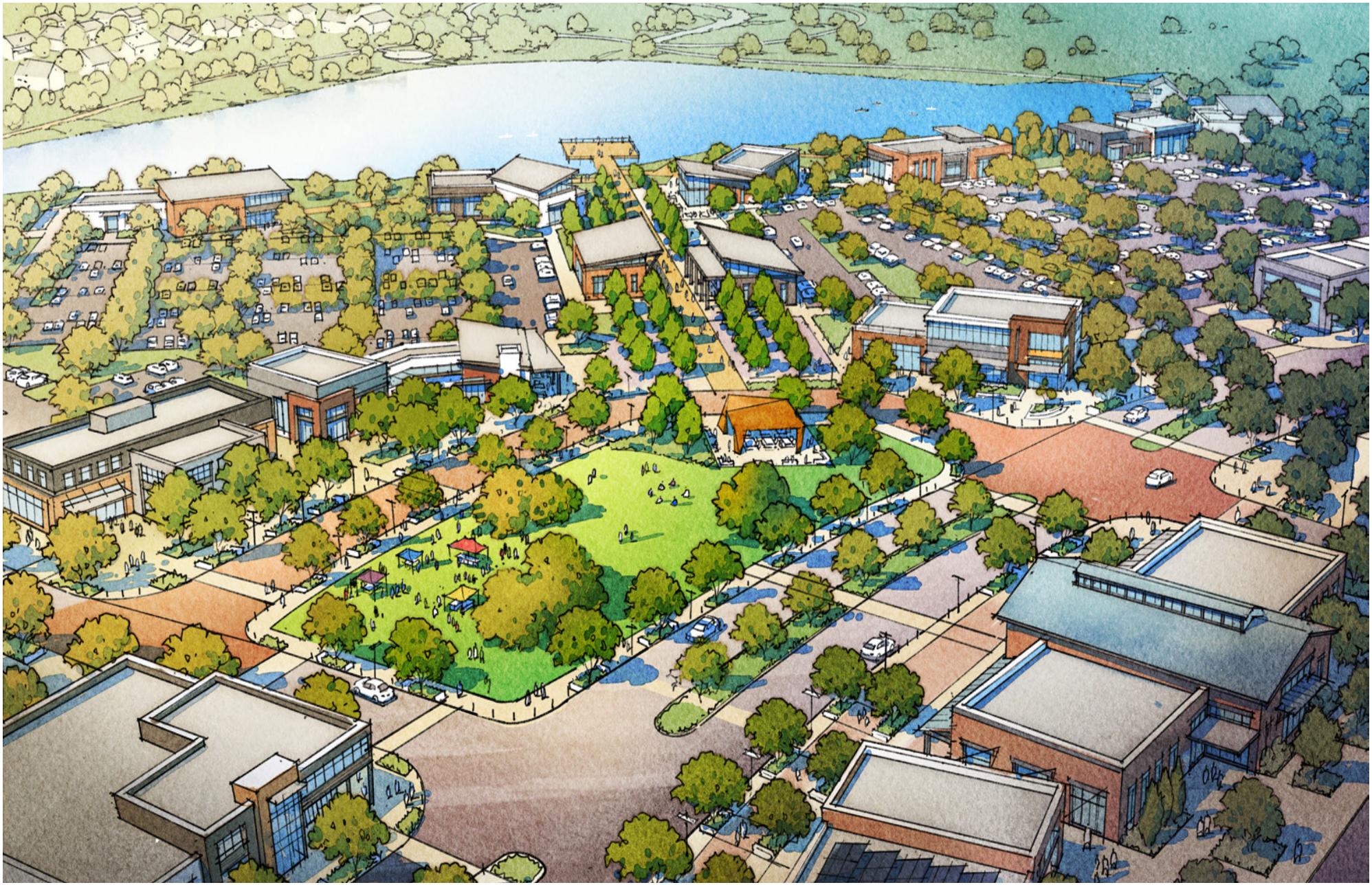

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PACKET 40.21 December 12, 2023

DUNAWAY

The Preserve
SITE PLAN
10/15/2023

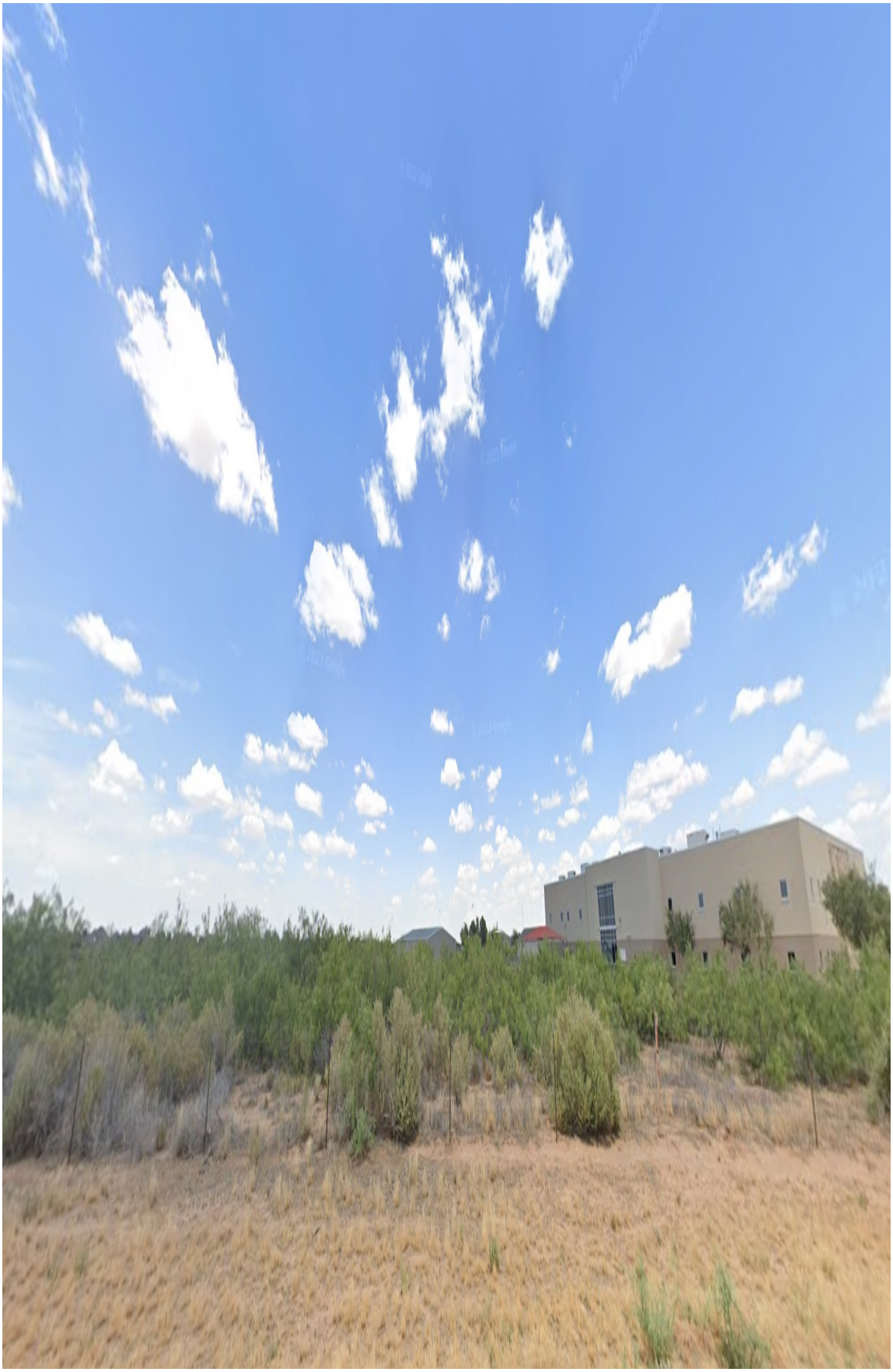






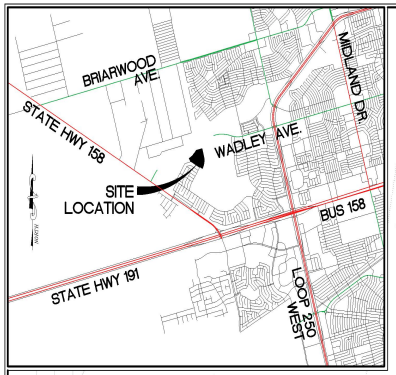


EXHIBIT "A"

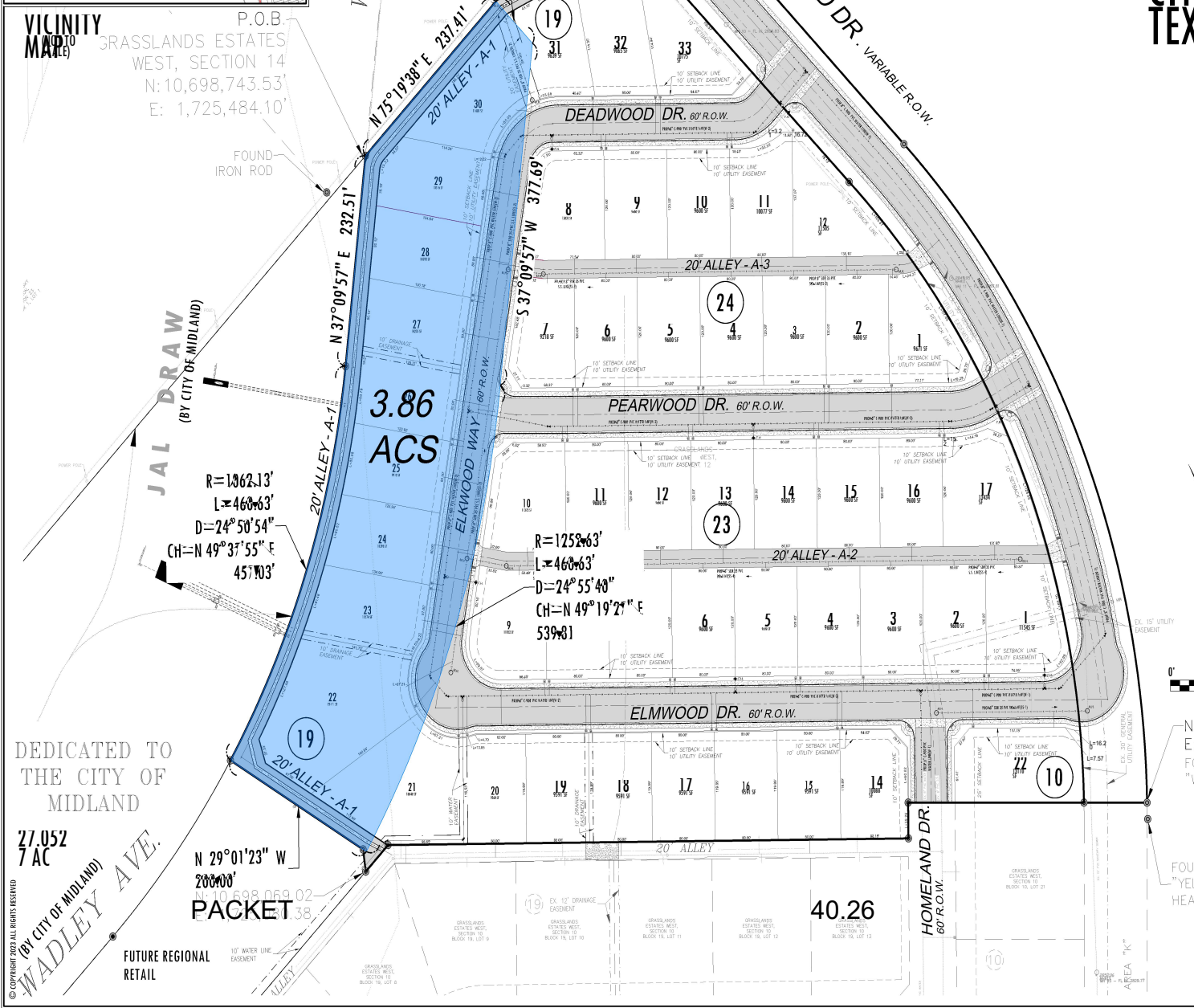
ZONE CHANGE EXHIBIT - TRACT '71'

GRASSLANDS ESTATES WEST OF AND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

BEING A 3.86 ACRE TRACT OUT OF A 16.9596 ACRE TRACT OF LAND LOCATED



VICINITY MAP (NOT TO SCALE)



TRACT 71

BEING A 3.86 ACRE TRACT OUT OF A 16.9596 ACRE TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

BEING a 3.86 acre tract, a parcel of land situated in Section 35, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas and being a portion of that certain tract described in Warranty Deed to SBC Corporation, recorded in Volume 1464, Page 174, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a found capped iron rod marked "PLS 1974" located North 75 degrees 19 minutes 38 seconds East a distance of 657.97 feet from a found 60d nail for the most westerly corner of said SBC tract; said iron rod also being the most northerly west corner of that certain tract described in Special Warranty Deed to SCP Hwy 158 Land, LLC, recorded in Document Number 2019-15764, O.P.R.M.C.T., and being located on the north line of said Section 35;

THENCE North 75 degrees 19 minutes 38 seconds East, along the north line of said SBC tract and said section line, a distance of 3759.69 feet to a found iron rod with red plastic cap marked "WEST CO MIDLAND" (hereinafter referred to as a found iron rod) for the POINT OF BEGINNING
[N=:10,698,743.53; E: 1,725,484.10] of the herein described tract;

THENCE North 75 degrees 19 minutes 38 seconds East, continuing along the north line of said SBC tract and said section line, a distance of 23 7.41 feet to a found iron rod at or near the northeast corner of said Section 3 5;

THENCE South 14 degrees 20 minutes 36 seconds East, along the east line of said Section 35, a distance of 65.51 feet to a point;

THENCE South 37 degrees 09 minutes 57 seconds West, a distance of 377.69 feet to a point for the beginning of a curve to the right having a radius of 1252.63 feet and a chord bearing South 49 degrees 19 minutes 27 seconds West, 539.81 feet;

THENCE Southerly, along said curve to the right, through a central angle of 24 degrees 53 minutes 11 seconds, an arc distance of 544.08 feet to a point for the end of said curve;

THENCE North 29 degrees 0 1 minutes 23 seconds West, a distance of 200.00 feet to a point for the beginning of a curve to the left having a radius of 1062.13 feet and a chord bearing North 49 degrees 37 minutes 55 seconds East, 457.03 feet;

THENCE Northeasterly, along said curve to the left, through a central angle of 24 degrees 50 minutes 54 seconds, an arc distance of 460.63 feet to a found iron rod for the end of said curve;

THENCE North 37 degrees 09 minutes 57 seconds East, a distance of 232.51 feet to Point of Beginning and containing 3.86 acres of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, 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.

Kerry M. Hoefner 09/18/23

KERRY M. HOEFNER, RPLS 4562
2713 CANTRELL ST.
IRVING, TX 75062
214.714.2340

STATE OF TEXAS
KERRY M. HOEFNER
4562
REGISTERED PROFESSIONAL LAND SURVEYOR

LEGEND

- DENOTES FOUND 1/2-INCH IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO MIDLAND" UNLESS OTHERWISE NOTED
- DENOTES ZONE CHANGE TRACT '21' FROM AGRICULTURAL TO SF1 AS DEPICTED
- DENOTES EXISTING EASEMENT LINE
- DENOTES ADJACENT DEED OR PROPERTY LINE

OWNER:
GRASSLANDS IV, LLC
Midland, TX 79706-2115
Homestead Blvd.
KERRY M. HOEFNER
REGISTERED PROFESSIONAL LAND SURVEYOR
2713 CANTRELL ST.
Irving, Tx 75062
214.2340

December 12, 2023

SEPTEMBER 2023

GRASSLANDS ESTATES WEST, SECTION 14

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Landon J. Ochoa

From: Alexis Garcia <alexis.garcia@iawmanagement.com>
Sent: Thursday, December 7, 2023 10:51 AM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Alexis Garcia

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Landon J. Ochoa

From: Eric Clark <ejc139@gmail.com>
Sent: Thursday, December 7, 2023 8:33 AM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

This is one more important project that can help make Midland a great destination for people and families. This helps us invest in our city making it home, rather than treating it like a work truck.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,
Eric Clark

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Landon J. Ochoa

From: Sonya Darst <cali4dreamn@aol.com>
Sent: Thursday, December 7, 2023 8:04 AM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration. Sincerely,

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Landon J. Ochoa

From: Mercedes Nicole Sanders <marcynic@ymail.com>
Sent: Thursday, December 7, 2023 6:59 AM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration. Sincerely,

phillip sanders

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Landon J. Ochoa

From: Mercedes Nicole Sanders <marcynic@ymail.com>
Sent: Thursday, December 7, 2023 6:58 AM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration. Sincerely, Mercedes Sanders

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Landon J. Ochoa

From: Johanna Arteaga <arteaga_johanna@yahoo.com>
Sent: Wednesday, December 6, 2023 11:31 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration. Sincerely,

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Landon J. Ochoa

From: Hector Garcia <hgarmarr@gmail.com>
Sent: Wednesday, December 6, 2023 5:38 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Sent from my iPhone

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Landon J. Ochoa

From: brenda hughes <brenda_pyt@yahoo.com>
Sent: Wednesday, December 6, 2023 3:57 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration. Sincerely, Brenda Hughes

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Landon J. Ochoa

From: Meagan Sandoval <megsandoval11@yahoo.com>
Sent: Wednesday, December 6, 2023 3:27 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Meagan Sandoval

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Landon J. Ochoa

From: dacey rainey <superdacey@yahoo.com>
Sent: Wednesday, December 6, 2023 2:52 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration. Sincerely, Dacey Taylor

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Landon J. Ochoa

From: Francisco Pavon <Paco@eeronline.com>
Sent: Wednesday, December 6, 2023 2:47 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely

Paco Pavon
Materials Supervisor
Supply Chain Group
Endeavor Energy Resources, LP.
paco@eeronline.com
MATERIALS YARD
2900 South FM 715, Midland Tx 79705
Cell:432-425-1189

TOP-TIER HORIZONTAL OPERATOR

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Landon J. Ochoa

From: Jean Jones <jeanjones5007@gmail.com>
Sent: Wednesday, December 6, 2023 1:16 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Jean Jones

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Landon J. Ochoa

From: Kalen Walls <kalenwalls@gmail.com>
Sent: Wednesday, December 6, 2023 2:45 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council,

Please consider this email as my support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am thrilled about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project. As a mom of a young family, we need Midland to be better suited to engage with our children with the outdoors and family friendly spaces!

Thank you for your consideration.

Sincerely,

Kalen Walls

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Landon J. Ochoa

From: Mike Dietrich <mike.wd1986@gmail.com>
Sent: Wednesday, December 6, 2023 2:25 PM
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve - Mike Dietrich

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,
Mike Dietrich

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From: Mallory Worden
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 2:20:26 PM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,
Mallory Worden

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From: Brandon Estes
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 2:03:56 PM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I live nearby in Grassland Estates and look forward to being able to take my children to areas like The Preserve. I strongly agree with Travis Stice's opinion in the below MRT article that it is time for Midland to invest in itself. My work allows me to travel all over the US, but I choose to live in Midland because of the amazing people who live and work here. However, the infrastructure within our community, specifically spaces dedicated to parks, outdoor activities, and landscaping are lacking as compared to other cities when I travel.

I feel that approving the zone change for The Preserve is the first step in the right direction to investing in Midland and continuing to build on what is such a wonderful community.

Thank you for your consideration.

https://www.mrt.com/opinion/article/diamondback-ceo-travis-stice-midland-needs-invest-17744608.php#:~:text=The%20urgency%20for%20action%20is,20%20or%2040%20years%20ago.

Sincerely,
Brandon Estes
575-973-2768
6900 Homestead Blvd
Midland, TX 79707

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From: Melissa Knight
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 1:34:24 PM

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration.
Sincerely,

Melissa Knight

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From: Becca St John
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 1:28:24 PM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

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From: Jean Jones
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 1:15:52 PM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Jean Jones

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From: Carrie
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 1:15:50 PM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I and my family are excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,
Carrie Gipson

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From: schlecky2001@yahoo.com
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 12:47:59 PM

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration. Sincerely, Marc Tanberg

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From: Chris Ginsbach
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 12:35:42 PM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for!!

Thank you for your consideration.

Sincerely,

Chris Ginsbach

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From: Amber Johnson
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 12:28:34 PM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Sent from my iPhone

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Sarah Brown
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 12:21:09 PM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Thank you,

Sarah Lilly

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Luis De La Cruz
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 12:03:57 PM

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration.

Sincerely, a native Midlander,
Luis De La Cruz

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From: Katheleen Chaney
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:49:40 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

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From: David Cory Enderby
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:46:42 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

David Cory Enderby
1908 Oaklawn Dr, Midland, TX 79705
432-653-2154

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From: Tammy Henken
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:44:26 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Tammy Henken

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From: Andrae Smith
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:39:54 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

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Thank you for your consideration.

Sincerely,
Andrae Smith

Sent from Yahoo Mail on Android

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Zack Hernandez
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:38:20 AM

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration.

Sincerely,
Zack Hernandez

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From: Rebecca Morton
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:35:59 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

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Thank you for your consideration.

Sincerely,

Rebecca Morton
(432) 413-3338
rebeccalynnmorton@gmail.com

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From: Troy TeBeest
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:35:12 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Troy TeBeest

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From: Dawson, Kevin (MMA)
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:33:17 AM
Attachments: image001.png

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

As the man behind the popular local Facebook page Maybe in Midland-Odessa, the announcement we shared about The Preserve at Midland along with Zoo Midland became the most viewed and shared announcements ever on our page. That Friday October 6th between those two announcements more than 550,000 people had seen the posts, with 158,000 post engagements, 12,800 reactions, 4,100 comments, and 2,700 shares. Altogether The Preserve at Midland along with Zoo Midland have accounted for 30% of our total page reach and visits this year.

Knowing that The Preserve at Midland and Zoo Midland are both being funded without the use of City Funds and totaling close to $250 million or more in private development will help transform the quality of place in Midland not seen before.

I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for.

Thank you for your consideration.

Sincerely,

Kevin Dawson, CSFS ®, SHRM-CP
Advisor, EH&B , Southwest Region
T +1 432 694 2587 | M +1 432 701 1044
15 Smith Rd | Suite 6000 | Midland, Texas | 79705
kevin.dawson@marshmma.com | MarshMMA.com

Facebook | LinkedIn | Twitter | YouTube

A business of Marsh McLennan
Marsh & McLennan Agency LLC

The Patient Protection and Affordable Care Act is a complex law. Any statements made by Marsh & McLennan Agency LLC concerning tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as accounting, tax, or legal advice. We recommend that you seek the advice of your own tax, accounting and legal advisers as to whether or not the health plans you select are compliant with the Patient Protection and Affordable Care Act, including the minimum essential coverage requirements.

This answer only addresses the question asked and is based on the limited information provided at this time. It does not take into consideration any historical data or the compliance of any other federal or state laws and regulations. Nothing in this email should be construed as a guarantee of payment. Claims payment is subject to member eligibility and plan provisions at the time services are rendered. The information contained herein is not a substitute for legal or tax advice.

This e-mail transmission and any attachments that accompany it may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law and is intended solely for the use of the individual(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, any disclosure, dissemination, distribution, copying or other use or retention of this communication or its substance is prohibited. If you have received this communication in error, please immediately reply to the author via e-mail that you received this message by mistake and also permanently delete the original and all copies of this e-mail and any attachments from your computer.

Please note that coverage cannot be bound or altered by sending an email. You must speak with or receive written confirmation from a licensed representative of our firm to put coverage in force or make changes to your existing program. Thank you.

****
This e-mail, including any attachments that accompany it, may contain information that is confidential or privileged. This e-mail is intended solely for the use of the individual(s) to whom it was intended to be addressed. If you have received this e-mail and are not an intended recipient, any disclosure, distribution, copying or other use or retention of this email or information contained within it are prohibited. If you have received this email in error, please immediately reply to the sender via e-mail and also permanently delete all copies of the original message together with any of its attachments from your computer or device.
****

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From: Hannah Beiser
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:31:42 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

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Thank you for your consideration.

Sincerely,
Hannah Powell

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From: amy taylor
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:30:52 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

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Thank you for your consideration.

Sincerely,

Amy Taylor, Midland

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From: Joe Franklin
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:30:47 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

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Thank you for your consideration.

Sincerely, Joe Franklin III

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From: Cassie Gilbert
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:30:38 AM

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

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Thank you for your consideration.

Sincerely,

Cassie Gilbert
Children's Ministry Coordinator
432.682.9474
www.bbcmidland.com

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From: Joe Fouts
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:24:20 AM

Dear Mayor and City Council, I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval. I am excited about the retail and restaurant opportunities the zone change will allow for at The Preserve. Midland needs more family-friendly places like this project, and the preservation of 40% of the property for open space and park space makes it even more desirable. This is the type of project that Midland has been waiting for. Thank you for your consideration.
Sincerely,

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From: Ryan Rampton
To: Landon J. Ochoa
Subject: Please Approve The Zone Change Request for The Preserve
Date: Wednesday, December 6, 2023 11:22:56 AM
Attachments: 9FA30DB0-73E4-429E-AC9C-CA1F1F12C4D8.png

Dear Mayor and City Council,

I'm writing in support of Boot Lake Ranch Property Owner's zone change request for their project - The Preserve at Midland. The proposed change in zoning to LR (Local Retail District) is an appropriate use for the property, so I ask that you please uphold the Planning and Zoning Commission's recommendation for approval.

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Thank you for your consideration.

Sincerely,
Ryan Rampton
Connections Minister
Office: 432-262-0802
Cell: 501-626-9777

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City Council Meeting

Item Number: 41

Meeting Date: December 12, 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 GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 51.097-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 2,500 FEET SOUTH OF WEST WADLEY AVENUE AND 1,600 FEET WEST OF GRASSLAND BOULEVARD), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A WILDLIFE REHABILITATION CENTER; 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) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Charles Harrington, is requesting a Specific Use Designation (SUD) without Term for a Wildlife Rehabilitation Center to develop a zoo on the property.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life and Place

Discussion:

Details of Request:

The applicant, Charles Harrington, is requesting a Specific Use Designation (SUD) without Term for a Wildlife Rehabilitation Center to develop a zoo on the property.

Surrounding Zoning and Land Use:

The properties to the north are zoned AE, Agricultural Estate District, and are vacant. The properties to the east, south, and west are zoned SF-2, Single-Family Dwelling District, and SF-1, Single Family Dwelling District, and the location of residences.

Analysis:

The property is located at 6101 W. Wadley Avenue and is the location of the former Nueva Vista Golf Course. The property is zoned AE, Agricultural Estate District, which allows for the use of a Wildlife Rehabilitation Center with a Specific Use Designation without Term.

The proposed use of the property is a zoo; however, the most similar use in the Zoning Ordinance is a Wildlife Rehabilitation Center.

Per the City Code, a Wildlife Rehabilitation Center shall be on tracts of land of not less than two acres, and animals located on the property should also be always kept in enclosures.

There will be a buffer of natural/open area between the proposed zoo and existing residences, and the primary hours of operation for the zoo will be during the day with occasional special events that will not occur later than 10 PM. Animal security and care for the proposed zoo will meet the standards of the Association of Zoos and Aquariums, which exceeds USDA standards.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code edition adoption in the City of Midland and date of permit application.

Planning: (Approved with Conditions)

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." This zoo will enhance the quality of life in Midland and will be a destination where Midland residents will gather and socialize.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for the Wildlife Rehabilitation Center, subject to Conditions A through E.

Conditions:

A. That the use and development of the property shall significantly conform to the site plan, Exhibit "B."

B. That the property may be a zoo in which wild animals, poisonous snakes, and other animals may be kept.

C. That animals shall be always kept in enclosures unless being handled by a trained expert for educational purposes.

C. That the occupancy of the Wildlife Rehabilitation Center shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of Wildlife Rehabilitation Facility to ensure that the conditions of this permit are satisfied.

Letters of Objection:

Staff has received one letter of objection as of December 6, 2023. However, the address from

which the letter came from is not within the 200-foot buffer of the property. Therefore, it does not influence the objection percentage.

Attachments:

Application
Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 51.097-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 2,500 FEET SOUTH OF WEST WADLEY AVENUE AND 1,600 FEET WEST OF GRASSLAND BOULEVARD), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A WILDLIFE REHABILITATION CENTER; 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 51.097-acre tract of land out of Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for a wildlife rehabilitation center (the "Establishment"), together with the uses permitted in the present AE, Agricultural Estate District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property for the Establishment shall significantly conform to the site plan, which is attached hereto as Exhibit "B".

B. That the Establishment may be a zoo in which wild animals, poisonous snakes, and other animals (collectively, the "Animals") may be harbored, had, kept or possessed.

C. That the Animals shall be kept in secure enclosures; provided, however, that Animals may be removed from their enclosures while being handled by trained experts for educational purposes.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall satisfy all requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation are satisfied.

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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

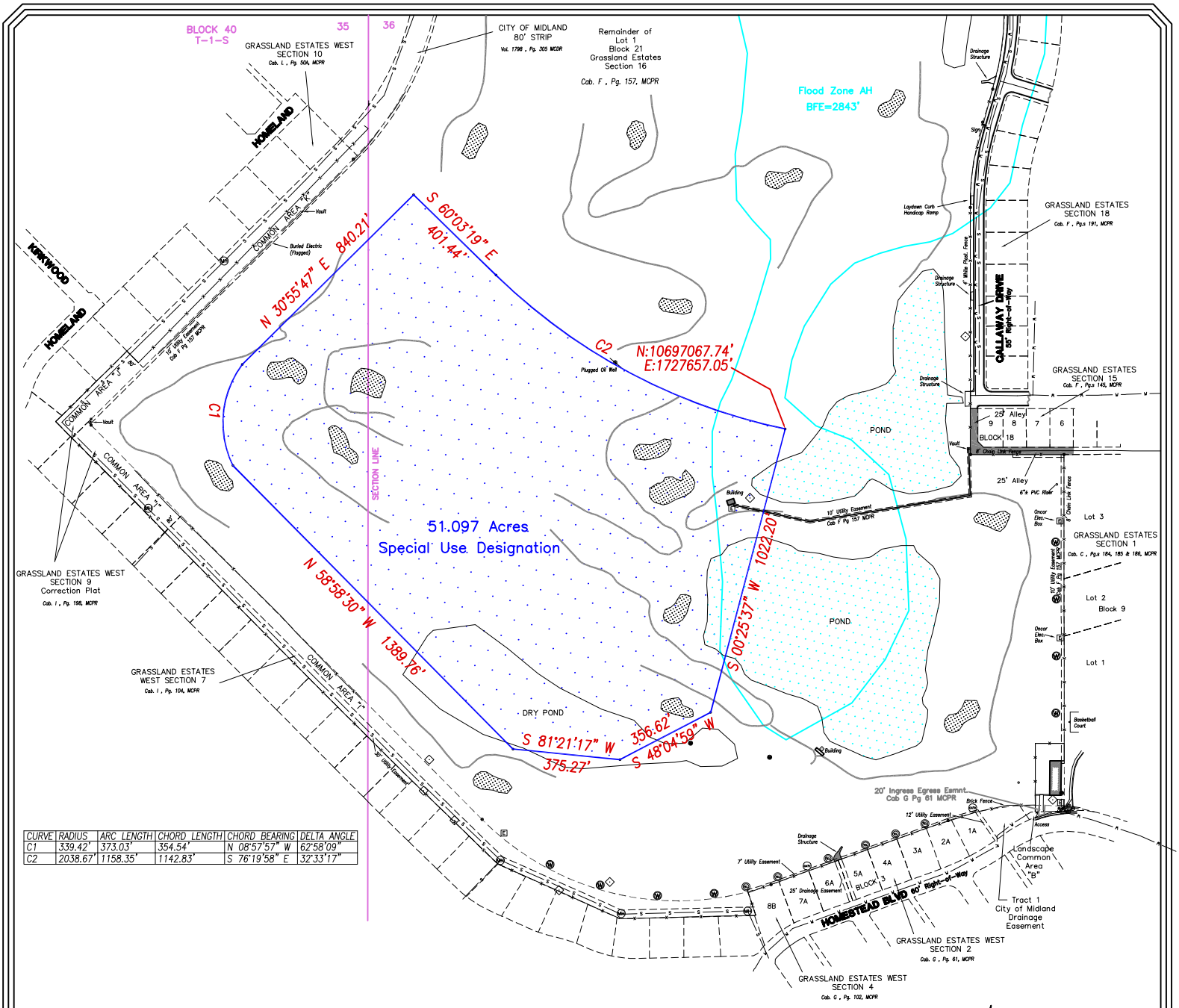
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	339.42'	373.03'	354.54'	N 08°57'57" W	62°58'09"
C2	2038.67'	1158.35'	1142.83'	S 76°19'58" E	32°33'17"

BEING 51.097 ACRES IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey.

Scale 1" = 500'

0' 500'

06 November 2023

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

ZONING EXHIBIT

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping

Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217

415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708

432-848-4439
www.asbsurveyors.com

METES & BOUNDS DESCRIPTION FOR 51.097 ACRES IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Legal Description for Zoning:

Special Use Designation:

Being 51.097 Acres of Land located in Lot 1, Block 21, Grassland Estates, Section 16, City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N:10697067.74',E:1727657.05') a point for the northeast corner of this tract, whence the southeast corner of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F Page 157, Midland County Plat Records bears South 50°46'24" East, a distance of 1638.39 feet;

Thence South 00°25'37" West, a distance of 1022.20 feet to a point for the southeast corner of this tract;

Thence South 48°04'59" West, a distance of 356.62 feet to a pointt for a point of deflection in the south line of this tract;

Thence South 81°21'17" West, a distance of 375.27 feet to a point for a point of deflection in the south line of this tract;

Thence North 58°58'30" West, a distance of 1389.76 feet to a point for the southwest corner of this tract;

Thence with a curve to the right in a northwesterly direction, said curve having a radius length of 339.42 feet, an arc length of 373.03 feet, a delta angle of 62°58'09", and a chord length of 354.54 feet bearing North 08°57'57" West to a point of tangency in the west line of this tract;

Thence North 30°55'47" East, a distance of 840.21 feet to a point for the northwest corner of this tract;

Thence South 60°03'19" East, a distance of 401.44 feet to a point for a point of curvature in the north line of this tract;

Thence with a curve to the left in a southeasterly direction, said curve having a radius length of 2038.67 feet, an arc length of 1158.35 feet a delta angle of 32°33'17", and a chord length of 1142.83 feet bearing South 76°19'58" East to the Point of Beginning.

Containing 51.097 acres of land.

Bearings, distances, and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone (CORS).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

06 November 2023

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

ZONING EXHIBIT

Professional Land Surveying & Mapping

Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217

415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708

432-848-4439
www.asbsurveyors.com

EXHIBIT "B"



ZOO MIDLAND
50% SCHEMATIC DESIGN
RENDERED MASTER PLAN

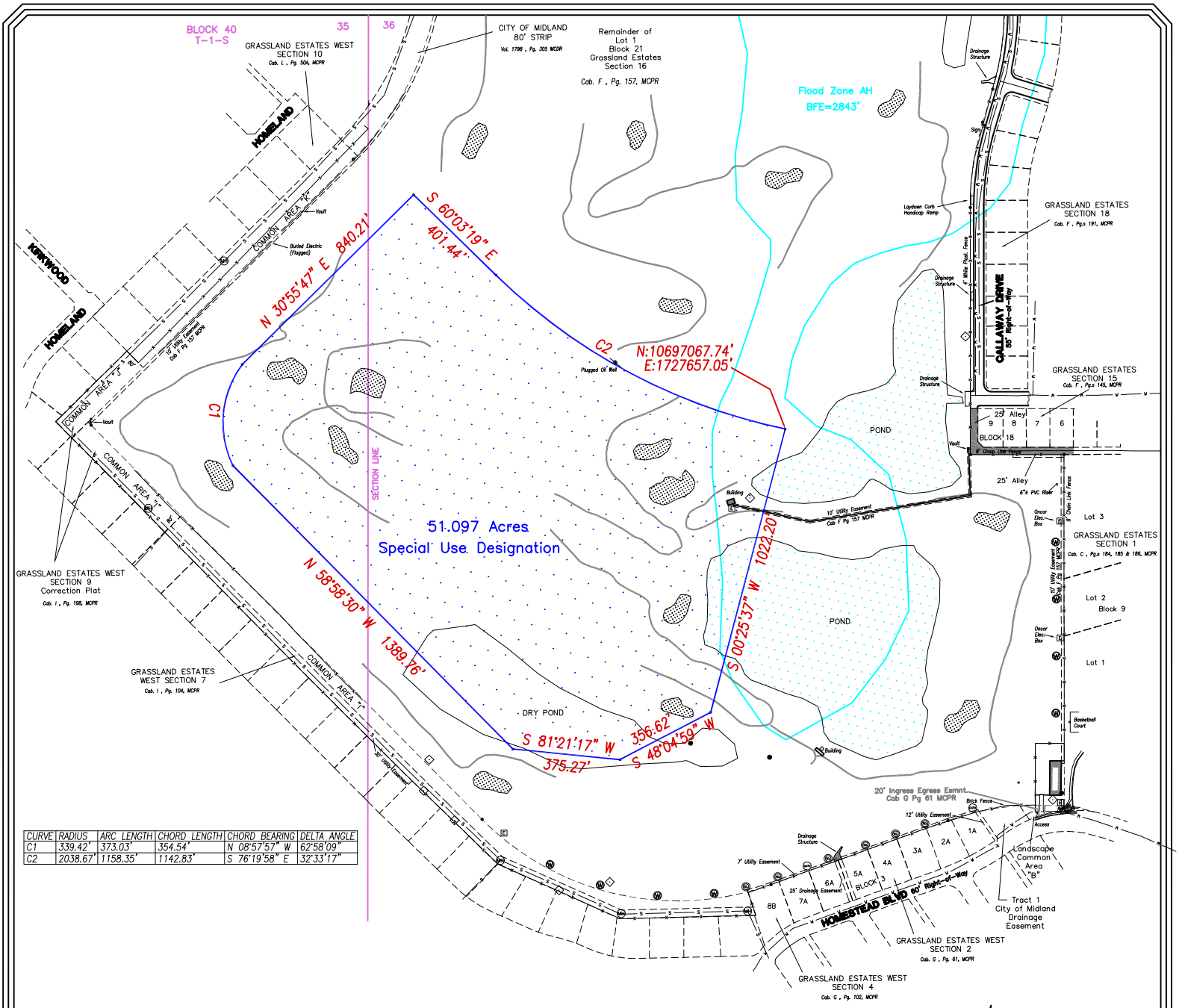
Prepared on: 09/01/23

SCALE: 1" = 80'

0' 40' 80' 160'

NORTH

we do more



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	339.42'	373.03'	354.54'	N 08°57'57" W	62°58'09"
C2	2038.67'	1158.35'	1142.83'	S 76°19'58" E	32°33'17"

BEING 51.097 ACRES IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey.

Scale 1" = 500'

0' 500'

06 November 2023

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

ZONING EXHIBIT

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www.asbsurveyors.com

AARON BURRELL LAND SURVEYORS, LLC.

PACKET 41 12 December 12, 2023

METES & BOUNDS DESCRIPTION FOR 51.097 ACRES IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Legal Description for Zoning:

Special Use Designation:

Being 51.097 Acres of Land located in Lot 1, Block 21, Grassland Estates, Section 16, City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

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06 November 2023

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

ZONING EXHIBIT

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ZOO MIDLAND
50% SCHEMATIC DESIGN
RENDERED MASTER PLAN

Prepared on: 09/01/23

SCALE: 1" = 80'

0' 40' 80' 160'

NORTH

we do more

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: _____

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Charles Harrington		Phone (432) 818-0415 Email charrington@crownquest.com	
Address 18 Desta Dr,	City Midland	State TX	Zip 79705

Property Owner Printed Name: Nueva Boot, LLC		Phone (432) 818-0415 Email charrington@crownquest.com	
Address: P.O. Box 52268	City: Midland	State: TX	Zip: 79710

Representative *(if different from Applicant or Property Owner)* Firm: Crownquest Operating, LLC Printed Name: Charles Harrington		Phone (432) 818-0415 Email charrington@crownquest.com	
Address 18 Desta Dr.	City Midland	State TX	Zip 79705

Type of Permit: SUD without Term	*For Office Use Only* ☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ■ No

Street Address: 6101 W. Wadley Ave.

Legal Description

Lot: 1 Block: 21 Subdivision: Grassland Estates

Current Zoning: AE

Maximum Floor Area: N/A **Maximum Occupancy:** N/A

Proposed hours and days of use or operation:

Primarily day light hours with special events no later than 10:00 p.m.

Reason for request:

SUD to allow for recreational facility

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: Project is far removed from any residential development. Animal security and care will be to the Association of Zoos and Aquariums standards which far exceeds USDA standards. Zoo will offer a Quality of Life project for Midland

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: 10/09/2023
Applicant (printed): Charles Harrington	
Property Owner (signature):	Date: 10/09/2023
Property Owner (printed) : Jeff Beard	

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 Charles Harrington 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 6 day of October, 20 23, to certify which witness my hand and seal of office.

BRIANNA CRITES
Notary Public, State of Texas
Comm. Expires 08-04-2024
Notary ID 130766189

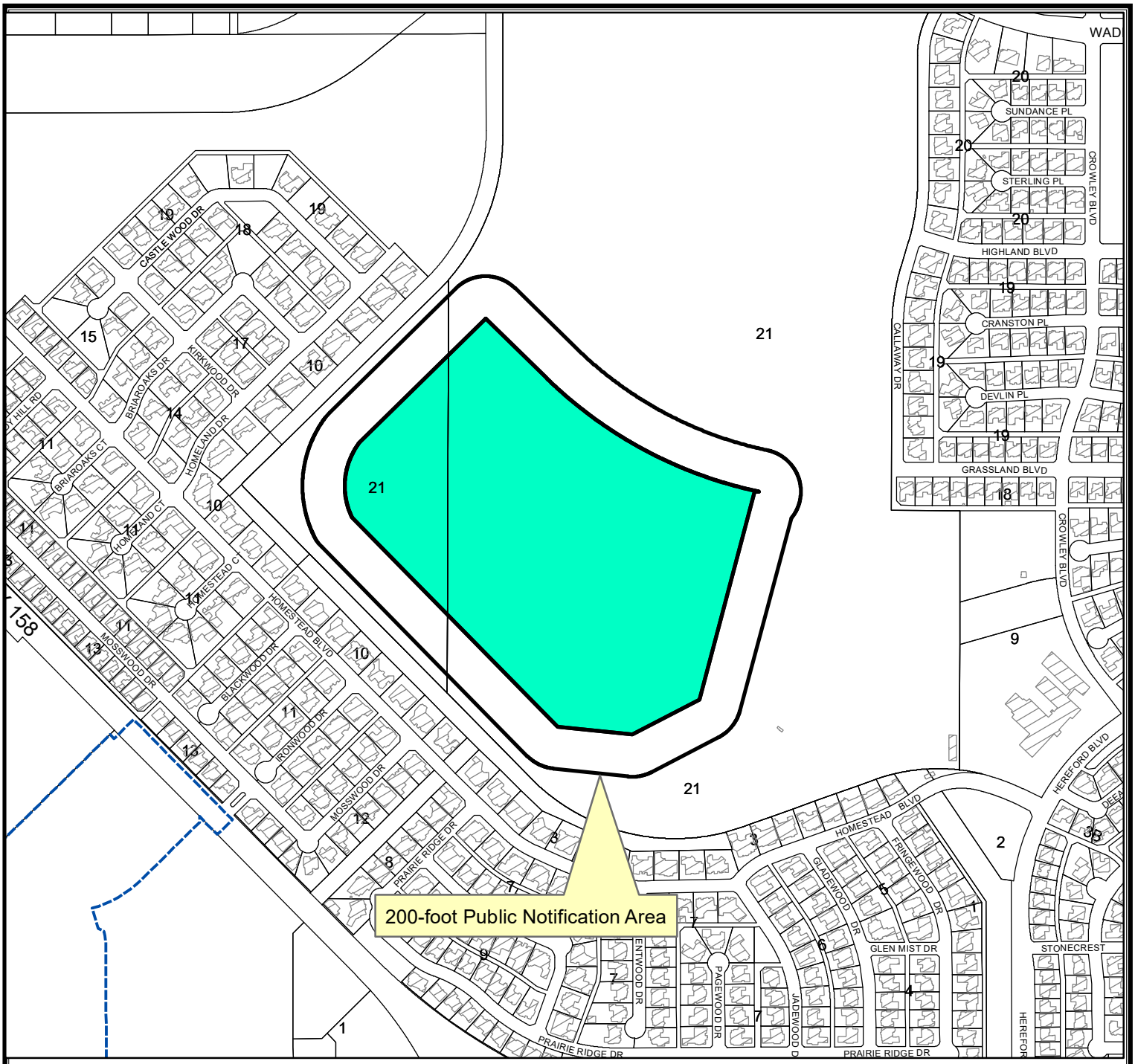
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check # 1296	
Received By: Jeff Fisher	Date: 10-9-23

RECEIVED
OCT 09 2023

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

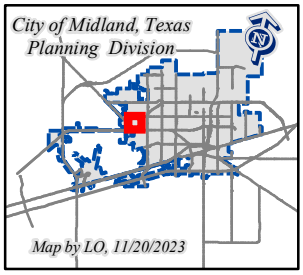
SUDwo-23-0038 **Scale: 1" = 811'**

Consider a request by Charles Harrington for a Specific Use Designation without Term for a Wildlife Rehabilitation Center, on a 51.097-acre tract of land located on Lot 1, Block 21, Grasslands Estates, Section 16, City and County of Midland, Texas.

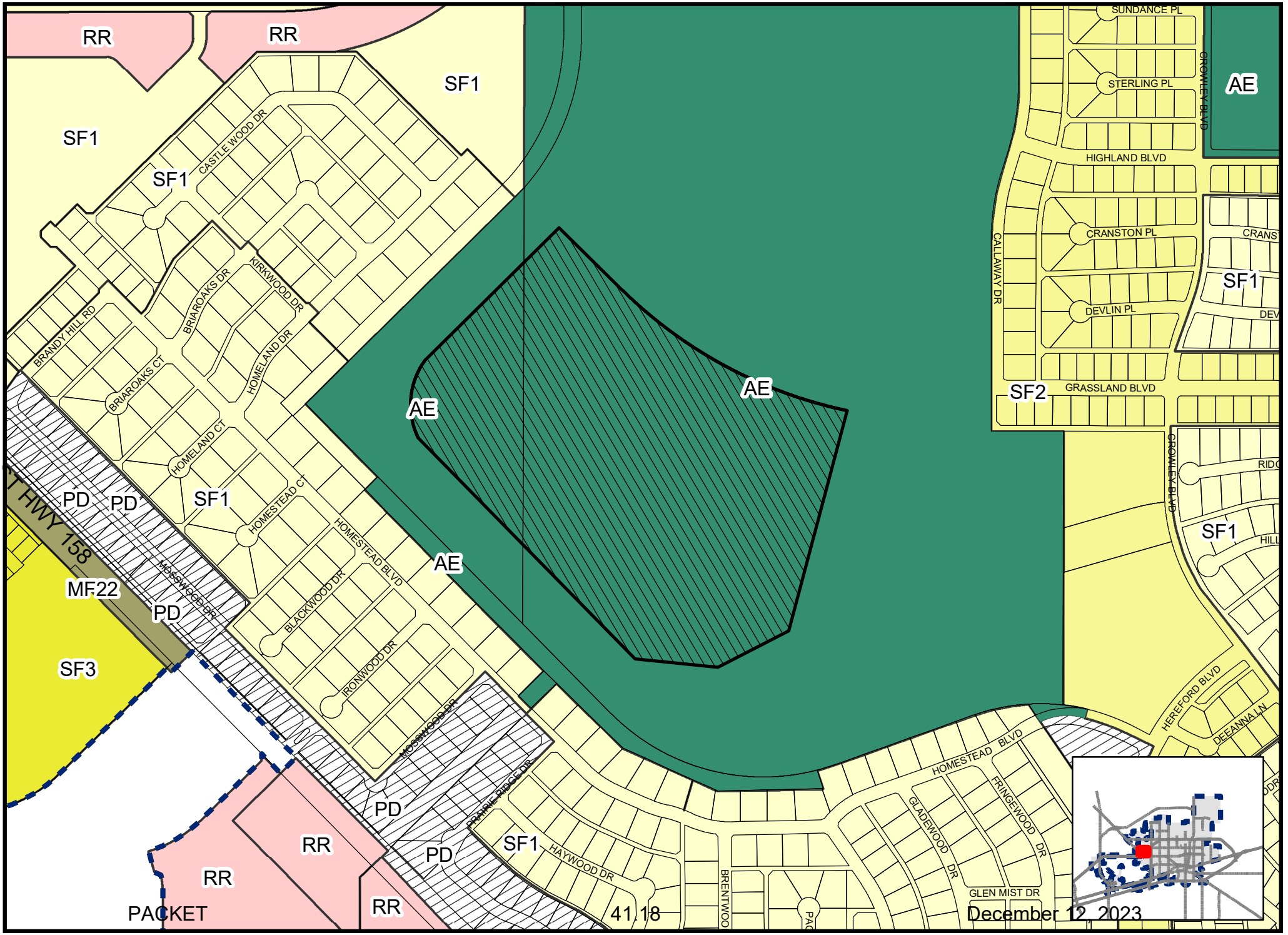
Generally located approximately 2,500 feet south of W. Wadley Avenue and 1,600 feet west of Grasslands Boulevard. (Council District 4)

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 A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 11/29/2023

SUDwo-23-0038

Scale: 1" = 539'

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.

MAILED

MIDLAND
Planning Division

NOV 0 8

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, November 6, 2023,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701, on a request by **Charles Harrington** for a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: A 51.097-acre portion of Lot 1, Block 21, Grasslands Estates, Section 16, City and County of Midland, Texas.

LOCATION: Generally located approximately 2,500 feet south of West Wadley Ave and 1,600 feet west of Grasslands Boulevard (Council District 4)

CURRENT ZONING: AE, Agricultural Estate District

SPECIFIC USE: Wildlife Rehabilitation Center

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:** This was never mailed to my address. Received from Hoa.

Required Information:

Renea Wells — Renea Wells — 5601 Grassland Blvd.

Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7263. Si ud. desea más información en Español sobre esta cuestión, llame al : 432-685-7400

Notices Mailed: 5
Date Mailed: October 27, 2023
Case Number: SUDwo-23-0038
Case Name: 6101 W Wadley
LO Planner's Initials

Cristel Burns
Cristina Burns
Director of Development Services
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 the Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



SCALE: 1" = 160'



SCALE: 1" = 200'

ARCHITECTS

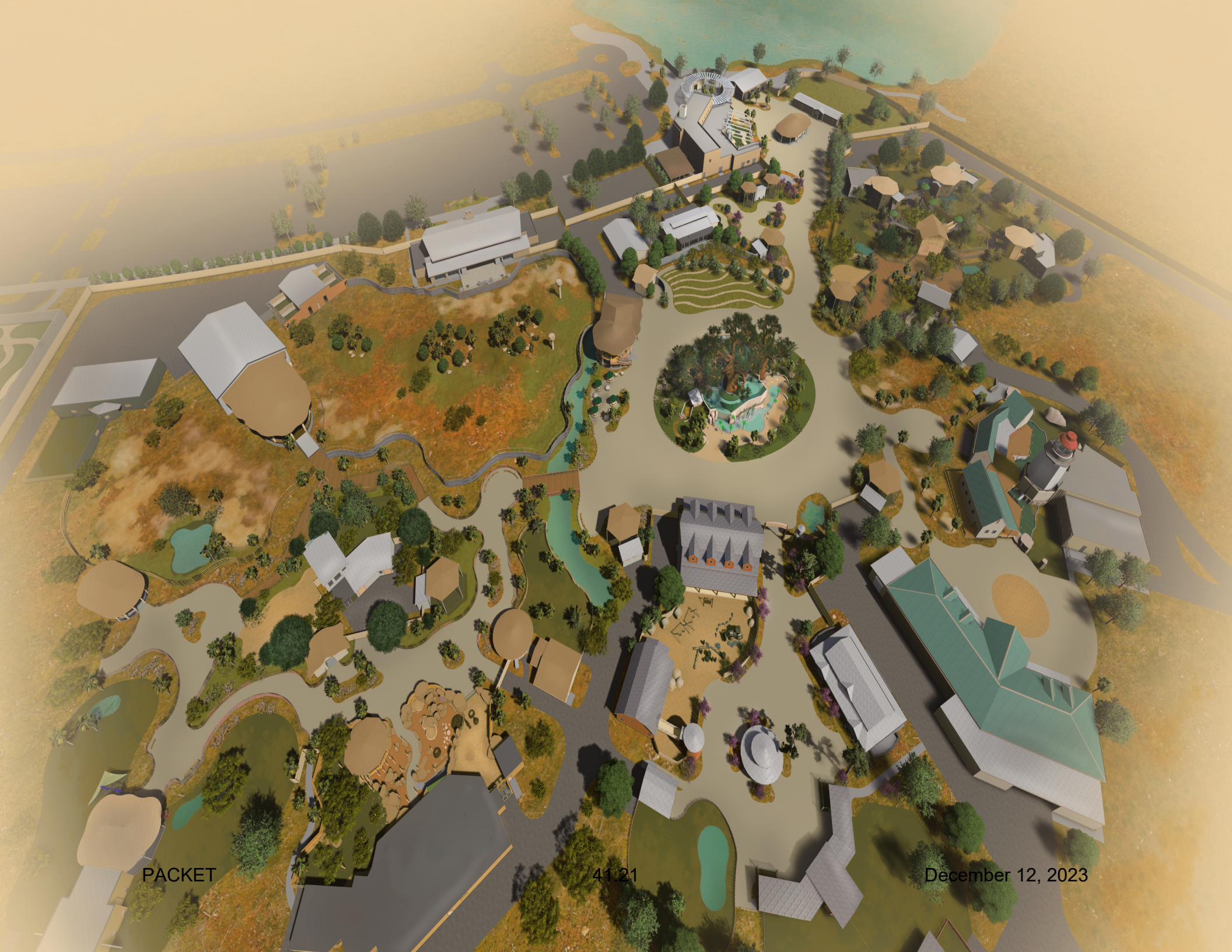
ZOO MIDLAND
50% SCHEMATIC DESIGN
MASTER PLAN ON AERIAL

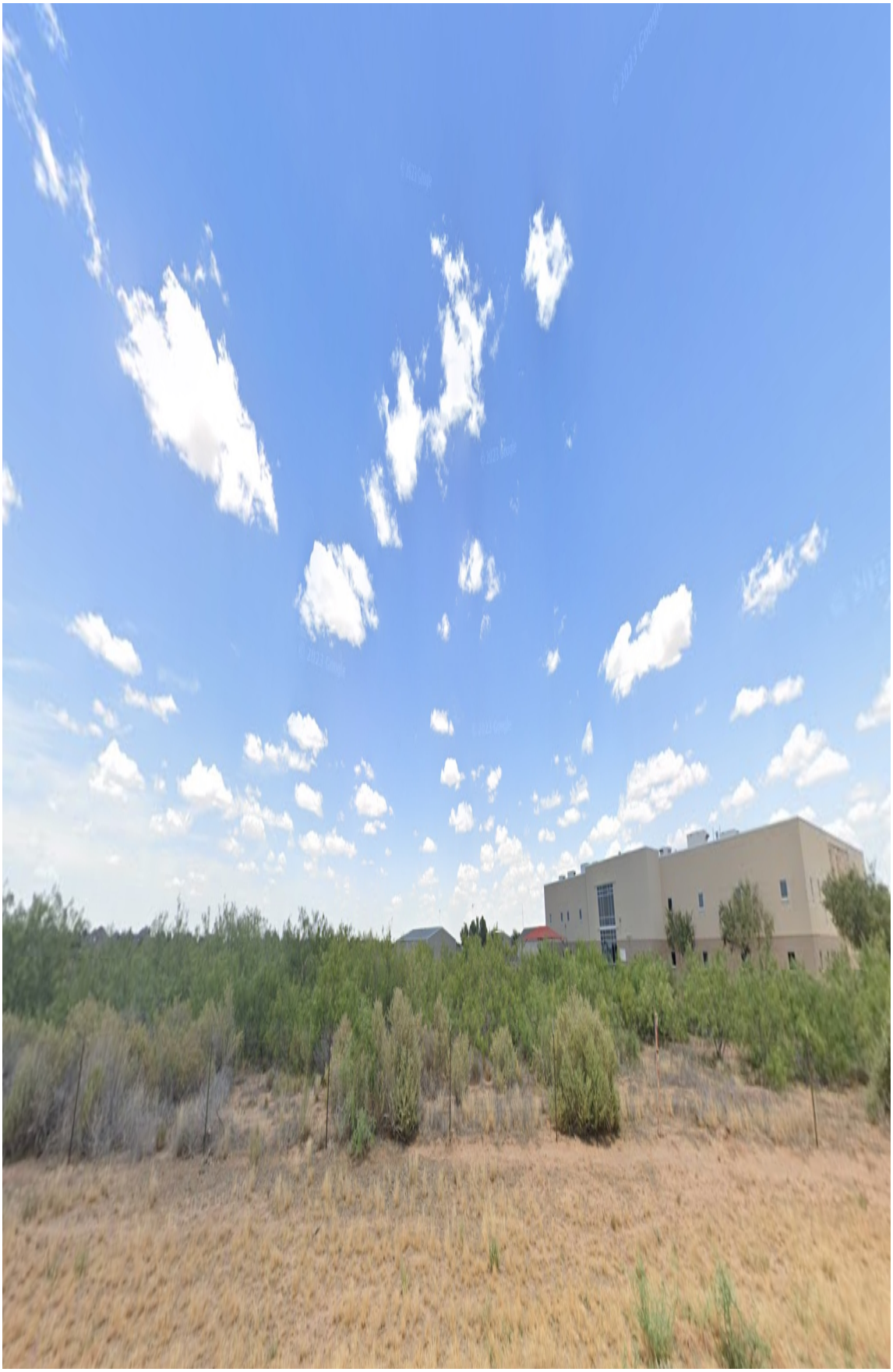
Prepared on: 09/01/23

0' 40' 80' 160'

NORTH

we do more











City Council Meeting

Item Number: 42

Meeting Date: December 12, 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 GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 22,000-SQUARE FOOT PORTION OF LOT 12, BLOCK 3, GATEWAY PLAZA ADDITION, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LIBERTY DRIVE AND STARBOARD DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Theresa Lane, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages for on-premises consumption in a restaurant known as the Lounge located at 5606 Starboard Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned District for Housing Development and are the locations of apartments and a vacant lot. The property to the east is zoned RR, Regional Retail District and is in development. Further east there is a property zoned PD, Planned District for Shopping Center and is the location of a hotel. The property to the south is zoned PD, Planned District for a Shopping Center and is the location of a theater. The property to the southwest is zoned RR and is the location of a Shopping Center. The Property to the west is zoned O-2, Office District and is the location of a hotel.

Analysis:

The applicant is requesting a Specific Use Designation for a restaurant located at 5606 Starboard Drive, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property's zoning permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 22,000 square feet, with an alcohol serviceable area of 6,711 square feet. The site is currently under construction with a building permit. Per the plans approved for the building permit, the site will have adequate parking, access, and internal circulation.

The restaurant has the following hours of operation:

Monday through Thursday from 10 a.m. to 10 p.m.
Friday through Sunday from 10 a.m. to 12 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Sunday from 10 a.m. to 2 a.m. (the next day)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line

across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

No comment.

Planning: (Approved)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." The Lounge is an establishment that will provide Midland residents with a unique social gathering experience.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 6,711 square feet as shown in Exhibit "A", which are attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

Staff has not received any letters of objection as of December 6, 2023

Attachments:

Floor Plan (Exhibit A)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 22,000-SQUARE FOOT PORTION OF LOT 12, BLOCK 3, GATEWAY PLAZA ADDITION, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LIBERTY DRIVE AND STARBOARD DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 22,000-square foot portion of Lot 12, Block 3, Gateway Plaza Addition, Section 14, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 6,711 square feet as shown in Exhibit "A", which are attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

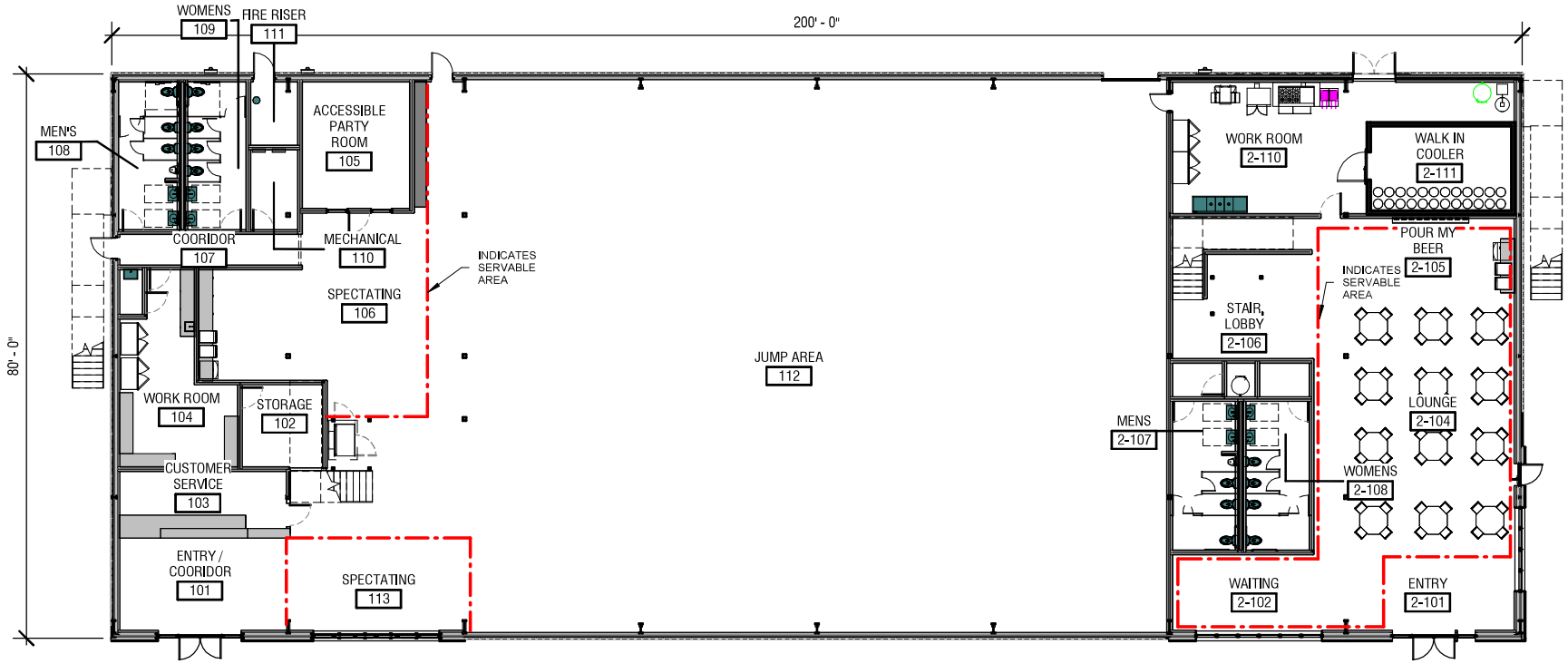
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

H3 DIGITAL DESIGN
MIDLAND, TEXAS
phone 432-559-4859
email tj@hddwtx.com

LEVEL 1
references
detail 1/16" = 1'-0"

date 09/19/23
CCMJ MANAGEMENT



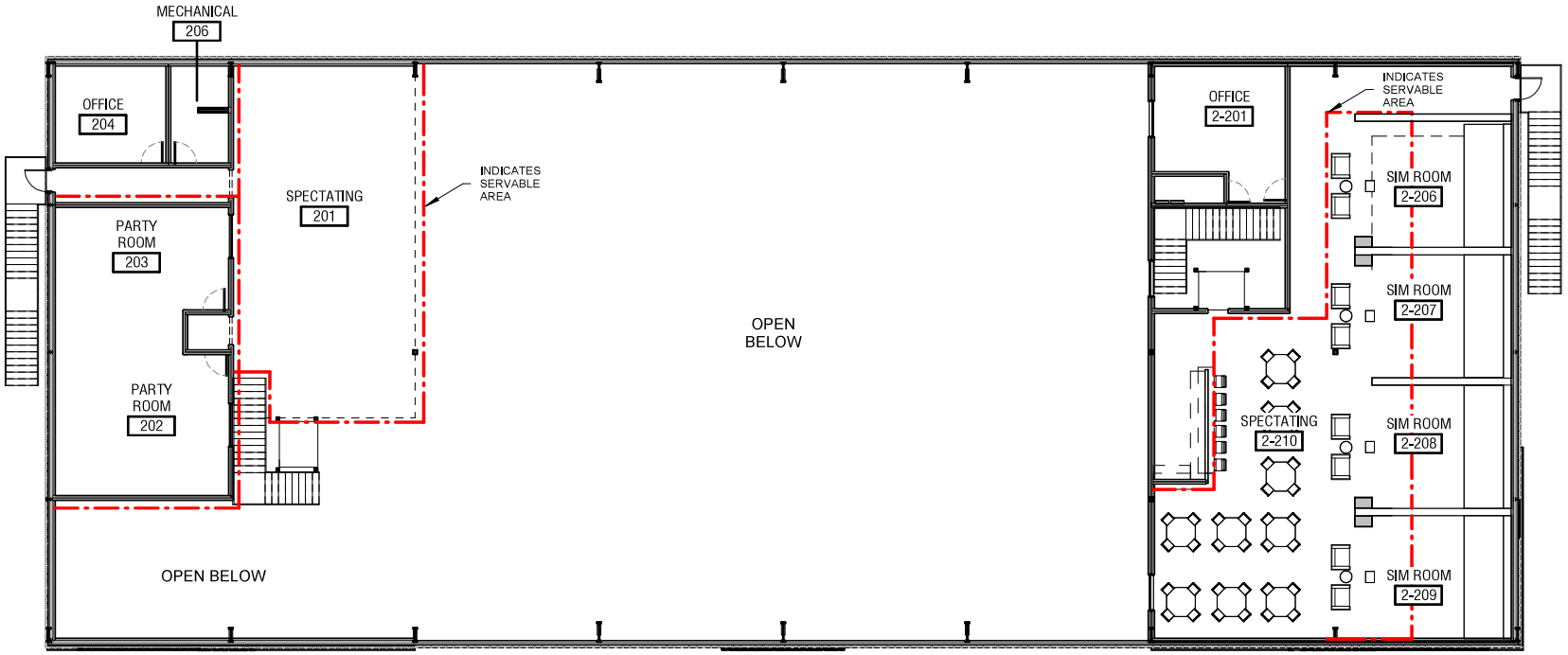
1 OVERALL FLOOR PLAN
1/16" = 1'-0"

H3 DIGITAL DESIGN
MIDLAND, TEXAS
phone 432-559-4859
email tj@hddwtx.com

LEVEL 2

references
detail 1/16" = 1'-0"

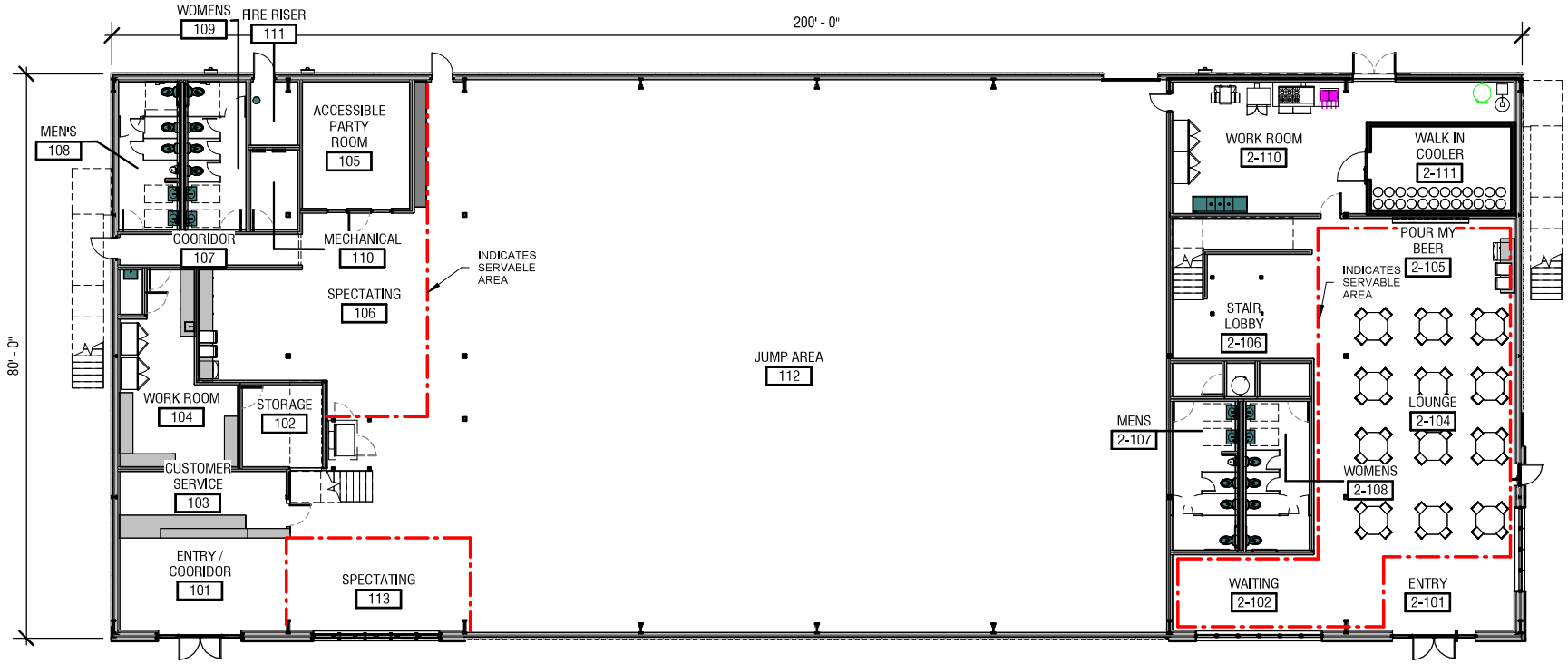
date 09/19/23
CCMJ MANAGEMENT



1 OVERALL FLOOR PLAN LEVEL 2
1/16" = 1'-0"

H3 DIGITAL DESIGN
MIDLAND, TEXAS
phone 432-559-4859
email tj@hddwtx.com

LEVEL 1
references
detail 1/16" = 1'-0"
date 09/19/23
CCMJ MANAGEMENT



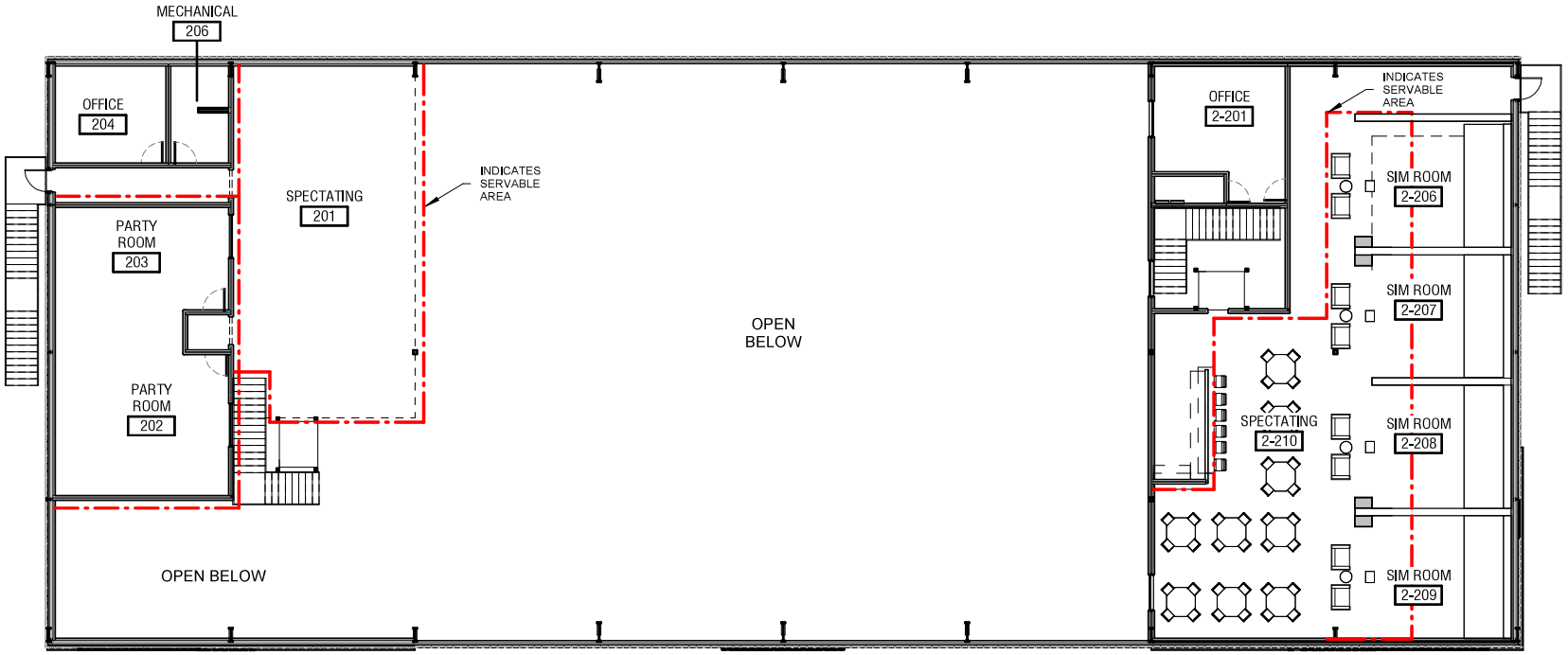
1 OVERALL FLOOR PLAN
1/16" = 1'-0"

H3 DIGITAL DESIGN
MIDLAND, TEXAS
phone 432-559-4859
email tj@hddwtx.com

LEVEL 2

references
detail 1/16" = 1'-0"

date 09/19/23
CCMJ MANAGEMENT



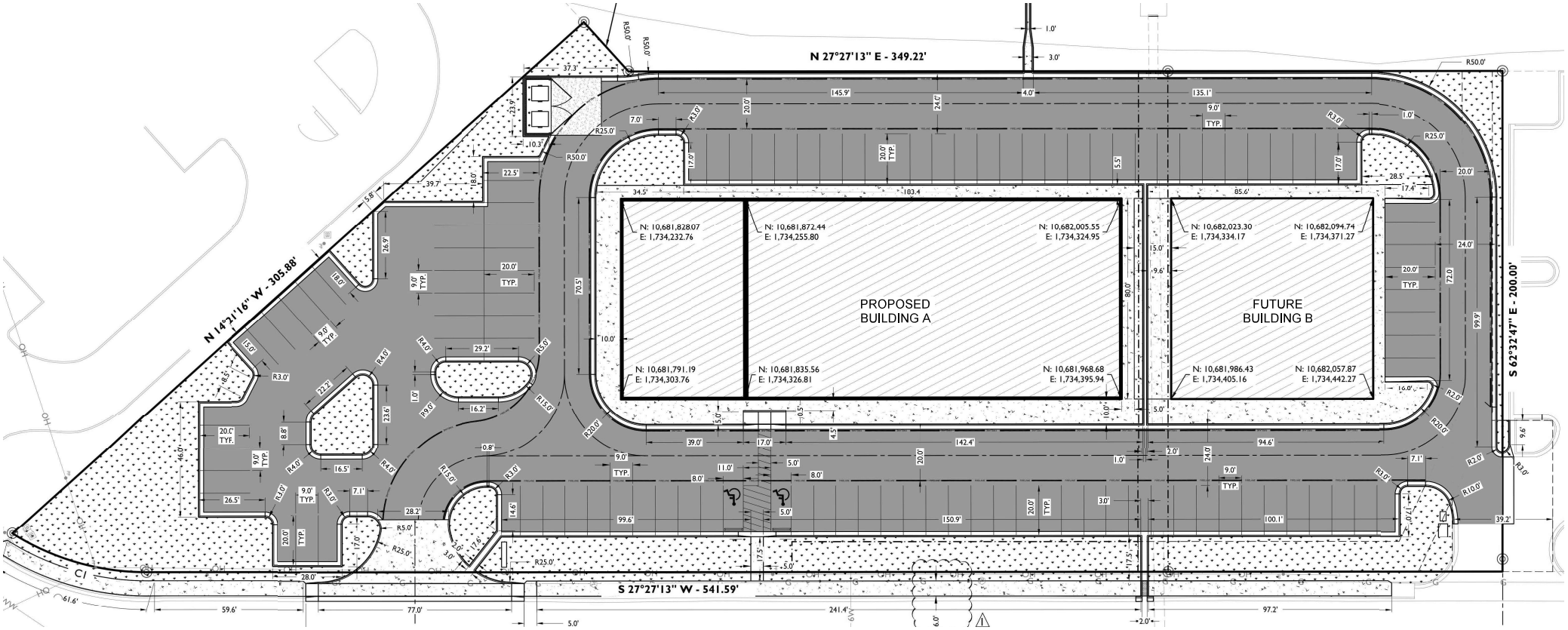
1 OVERALL FLOOR PLAN LEVEL 2
1/16" = 1'-0"

H3 DIGITAL DESIGN
MIDLAND, TEXAS
phone 432-559-4859
email tj@hddwtx.com

SITE PLAN

references
detail: 1" = 10'-0"

date 09/19/23
CCMJ MANAGEMENT



1 PROPOSED SITE PLAN
1" = 10'-0"

PROPOSED PARKING SPACES
95 REGULAR
2 HANDICAP
97 SPACES TOTAL

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Theresa Lane		Phone (432) 967-3703 Email legacydancecoach@yahoo.com	
Address 5111 BRIGHTON PL	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: OPEN DOOR REAL ESTATE		Phone (432) 967-3703 Email legacydancecoach@yahoo.com	
Address 5606 STARBOARD	City MIDLAND	State TX	Zip 79706

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 5606 STARBOARD DR MIDLAND 79706

Business Name: THE LOUNGE

Legal Description
Lot: 12 Block: 3 Subdivision: Gateway Plaza Addition Sec 14

Current Zoning: RR

Reason for Request: TO PROVIDE A DRINK WITH A CUSTOMER'S MEAL.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: RESTAURANT

Proposed/Current Days and Hours of Operation:
MON-THUR 10 AM-10 PM, FRI, SAT, SUN 10 AM-12 MID

Proposed Days and Hours of Alcohol Service:
MON-THUR 10 AM-10PM FRI, SAT, SUN 10 AM-12 MID

Total Square Footage of Business: 22,000

Square Footage of Alcohol Serviceable Area: 6,711

Restroom Fixtures:			
Men	**Toilets/Urinals:** 4 / 4	**Bathroom Sinks:** 4
Women	**Toilets:** 6	**Bathroom Sinks:** 4

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 8-30-23
Applicant (printed): Theresa Lane	
*Property Owner (signature):	Date: 8-30-23
Property Owner (printed): Theresa Lane	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Jessy Lane who, being by me duly sworn, upon oath says: That (s)he is authorized by Theresa Lane, 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 September, 20 23, to certify which witness my hand and seal of office.

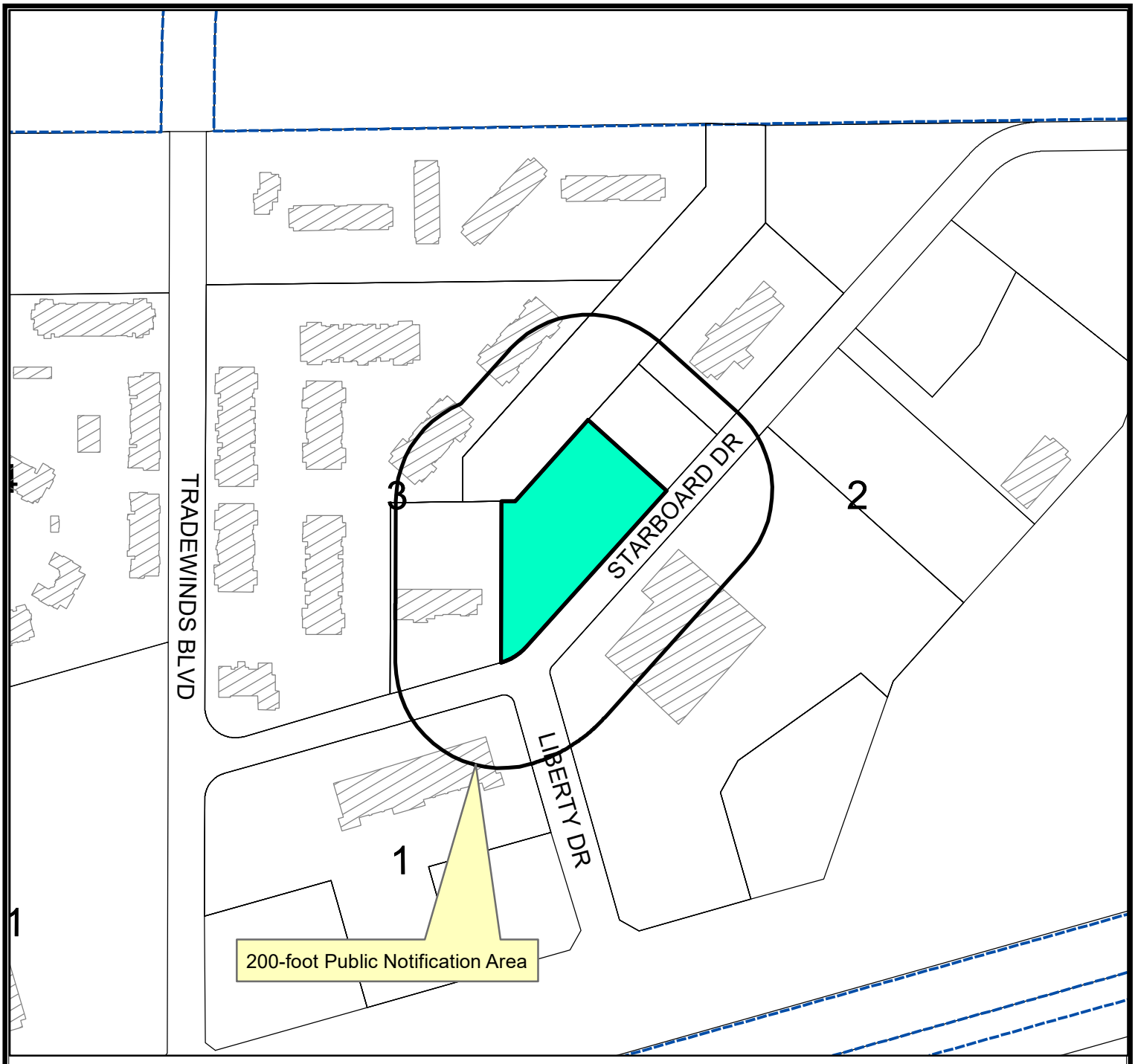
BERTHA R. ENRIQUEZ
My Notary ID # 12333744
Expires August 22, 2025

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

***Application will not be considered for scheduling until reviewed by a planner.**

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 1028	☑ Plans in Digital Format (PDF/JPEG)
Received By: Jeff Fisher	Date: 9/18/2023

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

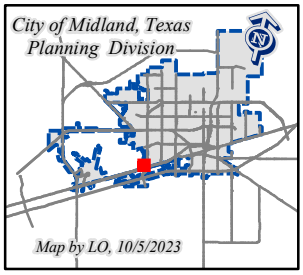
SUD-23-0164 **Scale: 1" = 3,246'**

Consider a request by Theresa Lane for a Specific Use Designation for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on 22,000-square foot portion of Lot 12, Block 3, Gateway Plaza Addition, Section 14, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of Liberty Drive and Starboard Drive (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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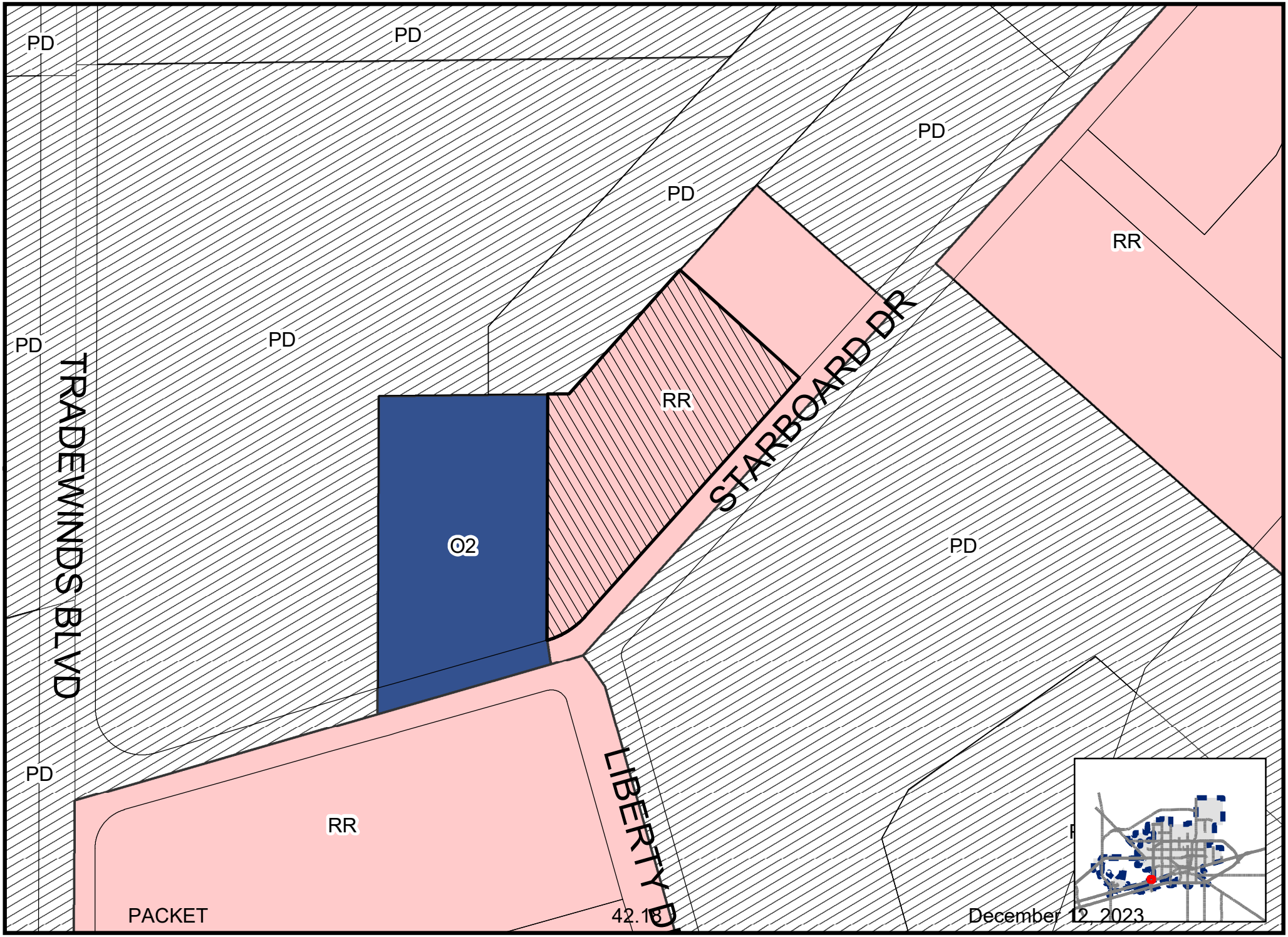
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

December 12, 2023



Map By LO, 10/12/2023

SUD-23-0164

Scale: 1" = 1,794'

ZONING MAP

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FOUR POINTS





City Council Meeting

Item Number: 43

Meeting Date: December 12, 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 GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, BUSH TENNIS CENTER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE APPROXIMATELY 431 FEET WEST OF SANTA ROSA DRIVE), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RECREATION FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Scott Dufford, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a Recreation Facility.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life and Place

Discussion:

The property is located at 5700 Briarwood Avenue and is the location of the Bush Tennis Center. The property is currently zoned LR, Local Retail District and currently does not have any active SUDs. The LR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption with the approval of an SUD. The proposed alcohol serviceable area is the entirety of the property. The site is currently under construction with a building permit. Per the plans approved for the building permit, the site will have adequate parking, access, and internal circulation.

The proposed hours of operation:

Sunday-Saturday from 8 a.m. to 1 a.m., of the following day

The proposed hours of alcohol service:

Sunday-Saturday from 8 a.m. to 1 a.m., of the following day

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for the Bush Tennis Center is acceptable. The property must adhere to the maximum occupant load of 37 persons for the alcohol serviceable area indicated on the application. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." Bush Tennis Center is a destination where Midland residents will gather and socialize.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, at a Recreation Facility, subject to Condition A through G.

Conditions:

A. That the serviceable area of the Establishment shall be the entirety of the Property as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 8:00 a.m. to 1:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of December 6, 2023, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, BUSH TENNIS CENTER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF BRIARWOOD AVENUE APPROXIMATELY 431 FEET WEST OF SANTA ROSA DRIVE), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RECREATION FACILITY FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 1, Block 1, Bush Tennis Center Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a recreation facility (the "Establishment") for on-premises consumption, together with the uses permitted in the present LR, Local Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be the entirety of the Property as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 8:00 a.m. to 1:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

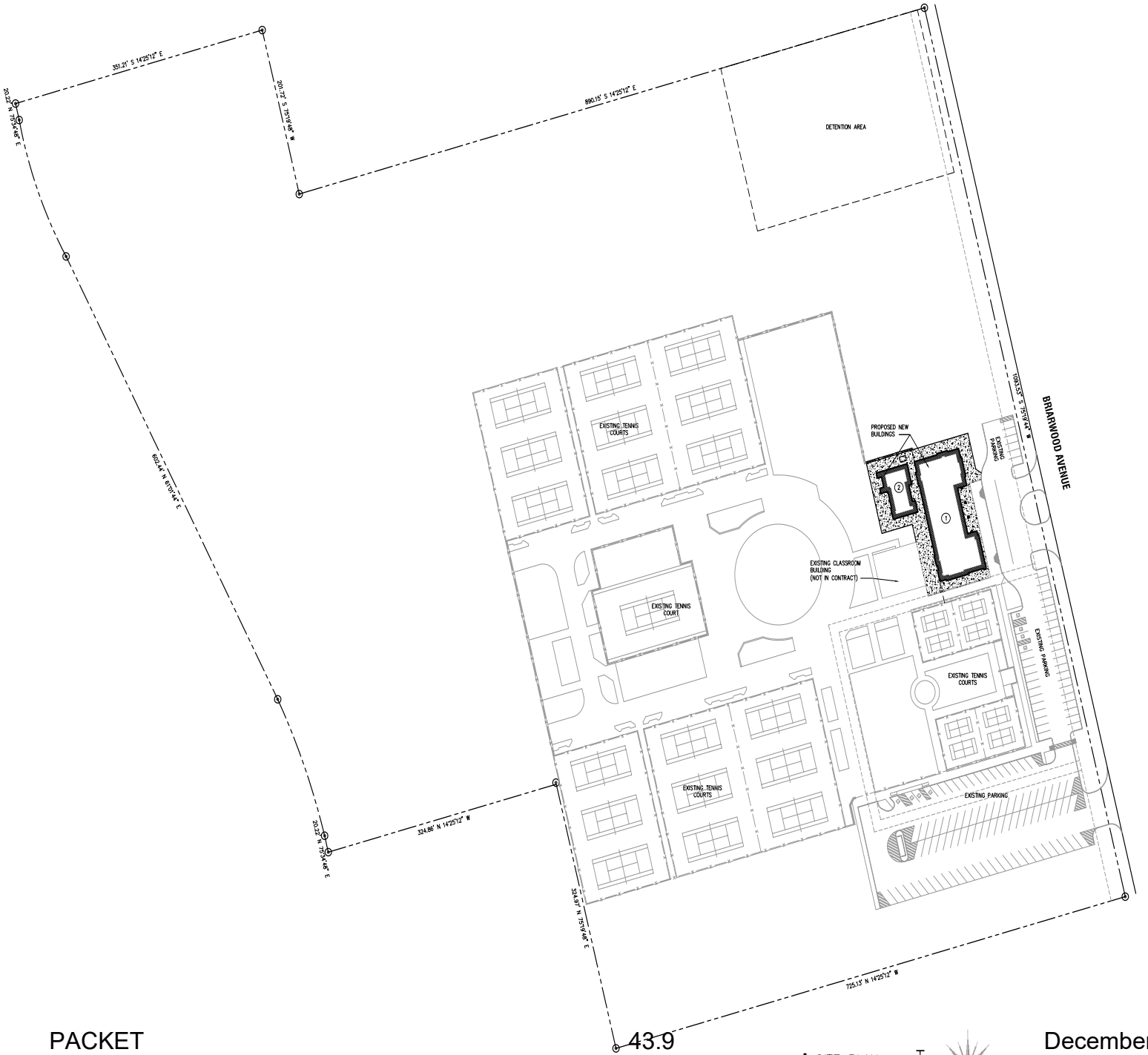
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



LEGEND

PROPOSED CONCRETE WALKING AREAS

BUILDING LEGEND		
BLDG. #	BUILDING NAME	BLDG. AREA
1	PRO SHOP/OFFICE/LOCKER ROOM BLDG.	8,332 S.F.
2	CONCESSIONS/RESTROOM BLDG.	1,620 S.F.

1 SITE PLAN
SCALE: 1"=60'-0"

NORTH

EXHIBIT "A"

ISSUES
△ 7-29-2019 CITY REVIEW

DRAWN BY: CJN

A NEW FACILITY FOR:
BUSH TENNIS CENTER
5700 BRIARWOOD AVENUE
MIDLAND, TEXAS 79707

OWNERSHIP OF DOCUMENTS
THIS PROJECT, ALL WORK AND SERVICES PERFORMED OR PRODUCED BY NCS, INC. PURSUANT TO OR IN FURTHERANCE OF THIS PROJECT, AND ALL DRAWINGS, SPECIFICATIONS, PLANS, REPORTS, DOCUMENTS, INFORMATION, REPRODUCTIONS, AND OTHER WORK PRODUCT PREPARED OR MODIFIED BY NCS, INC. IN CONNECTION WITH THIS PROJECT, WHETHER COMPLETED OR NOT, ARE AND SHALL REMAIN THE EXCLUSIVE PROPERTY OF NCS, INC. AND SHALL NOT BE USED BY THE OWNER OR ANYONE ELSE FOR ANY PURPOSE WHATSOEVER WITHOUT THE PRIOR WRITTEN PERMISSION OF NCS, INC.

7-29-2019

TDLR #
TABS2019012156

CONSTRUCTION · DESIGN
www.ncsturgeon.com
PHONE 432 563-5393
P.O. BOX 60708 • MIDLAND • TEXAS • 79711-0708
NC STURGEON

A1.0
SITE PLAN



1 SITE PLAN
SCALE: 1"=60'-0"

NORTH

LEGEND

PROPOSED CONCRETE WALKING SURFACES

BUILDING LEGEND		
BLDG. #	BUILDING NAME	BLDG. AREA
1	PRO SHOP/OFFICE/LOCKER ROOM BLDG.	8,332 S.F.
2	CONCESSIONS/RESTROOM BLDG.	1,620 S.F.

ISSUES

7-29-2019 CITY REVIEW

DRAWN BY: DJM

A NEW FACILITY FOR:

BUSH TENNIS CENTER
5700 BRIARWOOD AVENUE
MIDLAND, TEXAS 79707

OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF ALL STURGEON INC. (NCSI) AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF ALL STURGEON INC. (NCSI)

7-29-2019

TDLR #
TABS2019012156

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PHONE 432 563-5393
P.O. BOX 60708 • MIDLAND • TEXAS • 79711-0708

NC STURGEON

A1.0

SITE PLAN

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: SUD-23-0165

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: A. SCOTT DUFFORD		Phone (432 559 8471 Email SCOTTDUFFORD@VASTENERGYPARTNER C	
Address 5025 MICA VISTA CIRCLE	City MIDLAND	State TX	Zip 79705
Property Owner Printed Name: BUSH TENNIS CENTER		Phone (432 559 8471 Email SAME AS ABOVE	
Address 5700 BRIARWOOD AVE	City MIDLAND	State TX	Zip 79707
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: A. SCOTT DUFFORD		Phone (432 559 8471 Email	
Address SAME AS ABOVE	City	State	Zip

Street Address: 5700 BRIARWOOD AVE MIDLAND TX 79707

Business Name: CURLY FRY HOLDINGS II, LLC dba MURPHYS CENTER COURT GRILLE

Legal Description
Lot: BTC Block: 1 Subdivision: BUSH TENNIS CENTER

Current Zoning: RETAIL / RESTAURANT / COMMERCIAL

Reason for Request: SUD FOR TABC PERMIT SALE OF ALCOHOL FOR ON PREMISES CONSUMPTION

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: RESTAURANT / BAR

Proposed/Current Days and Hours of Operation: ~~SATURDAY - SUNDAY~~ 8AM - 1PM SUNDAY - SATURDAY 7 DAYS / WEEK

Proposed Days and Hours of Alcohol Service: ~~SATURDAY - SUNDAY~~ 8AM - 1PM SUNDAY - SATURDAY 7-DAY/WEEK

Total Square Footage of Business: ~~2,204~~ 2,202 (TMS)

Square Footage of Alcohol Serviceable Area: Inside 555 (TMS)] OUTDOORS

Restroom Fixtures: Men	**Toilets/Urinals:** 2 / 4	**Bathroom Sinks:** 4
Women	**Toilets:** 4	**Bathroom Sinks:** 4

← TOTAL ENTIRETY OF LOT BTC BLOCK 1 FOR SERVICEABLE AREA

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): A Scott Dufford	Date: 10/3/23
Applicant (printed): A. Scott DUFFORD	
Property Owner (signature):	Date: 10/3/23
Property Owner (printed): BUSH TENNIS CENTER Timothy Stallard	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared A Scott Dufford who, being by me duly sworn, upon oath says: That (s)he is authorized by A Scott Dufford, 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 3rd day of October, 20 23, to certify which witness my hand and seal of office.

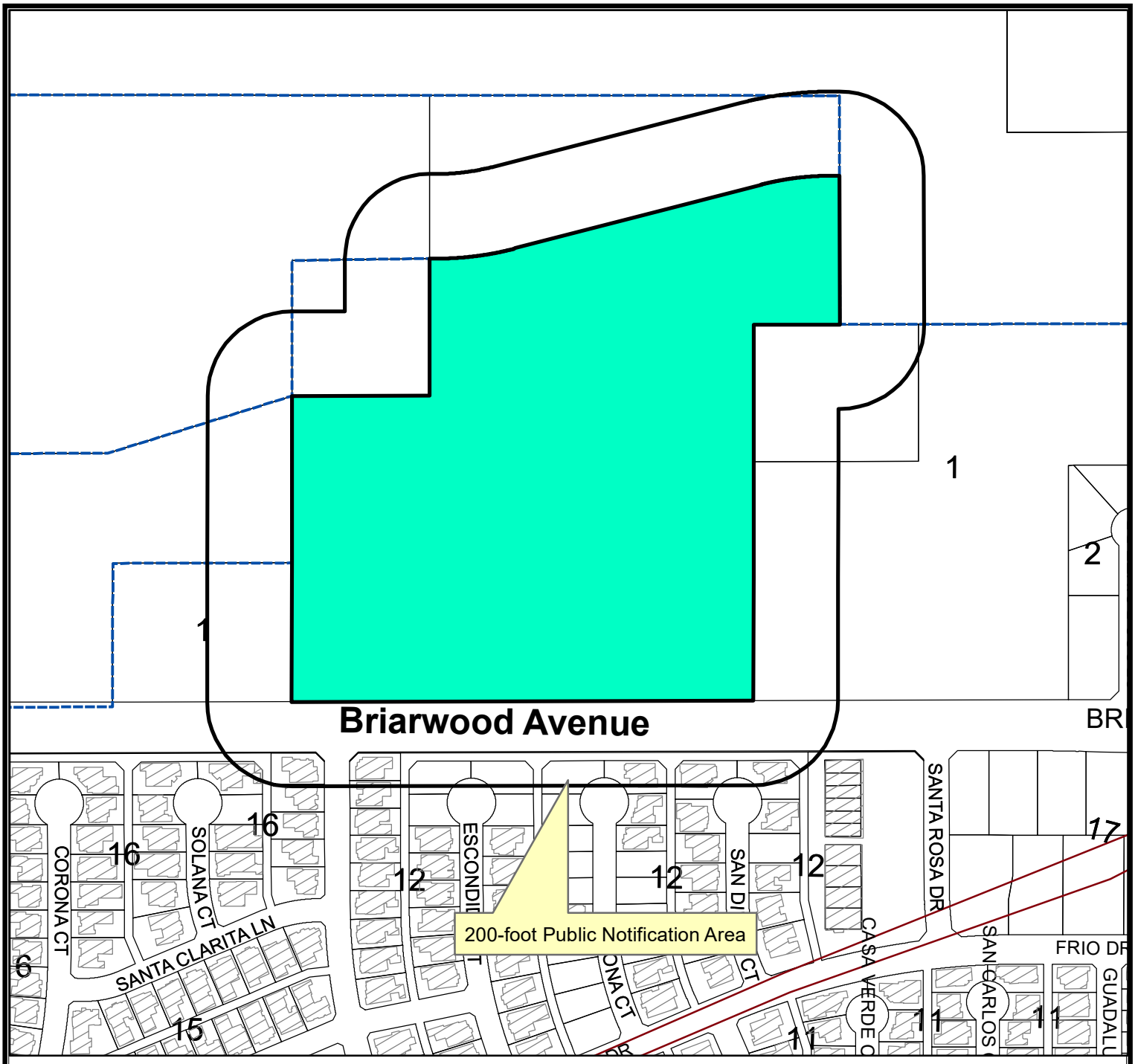
VANESSA MAGALLANES NOTARY PUBLIC STATE OF TEXAS ID # 129715316 EXPIRES 04-04-2026

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # paid	☐ Plans in Digital Format (PDF/JPEG)
Received By: Jeff Fisher	Date: 10-9-23

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

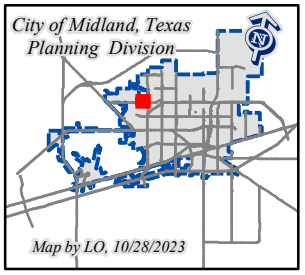
SUD-23-0165 **Scale: 1" = 4,057'**

Consider a request by Scott Dufford for a Specific Use Desgination with Term for the sale of all alcoholic beverages, for on-premises consumtion, in a Recreation Facility on Lot 1, Block 1, Bush Tennis Center, City and County of Midland, Texas.

Generally located on the north side of Briarwood Avenue approximately 431 feet west of Santa Rosa Drive (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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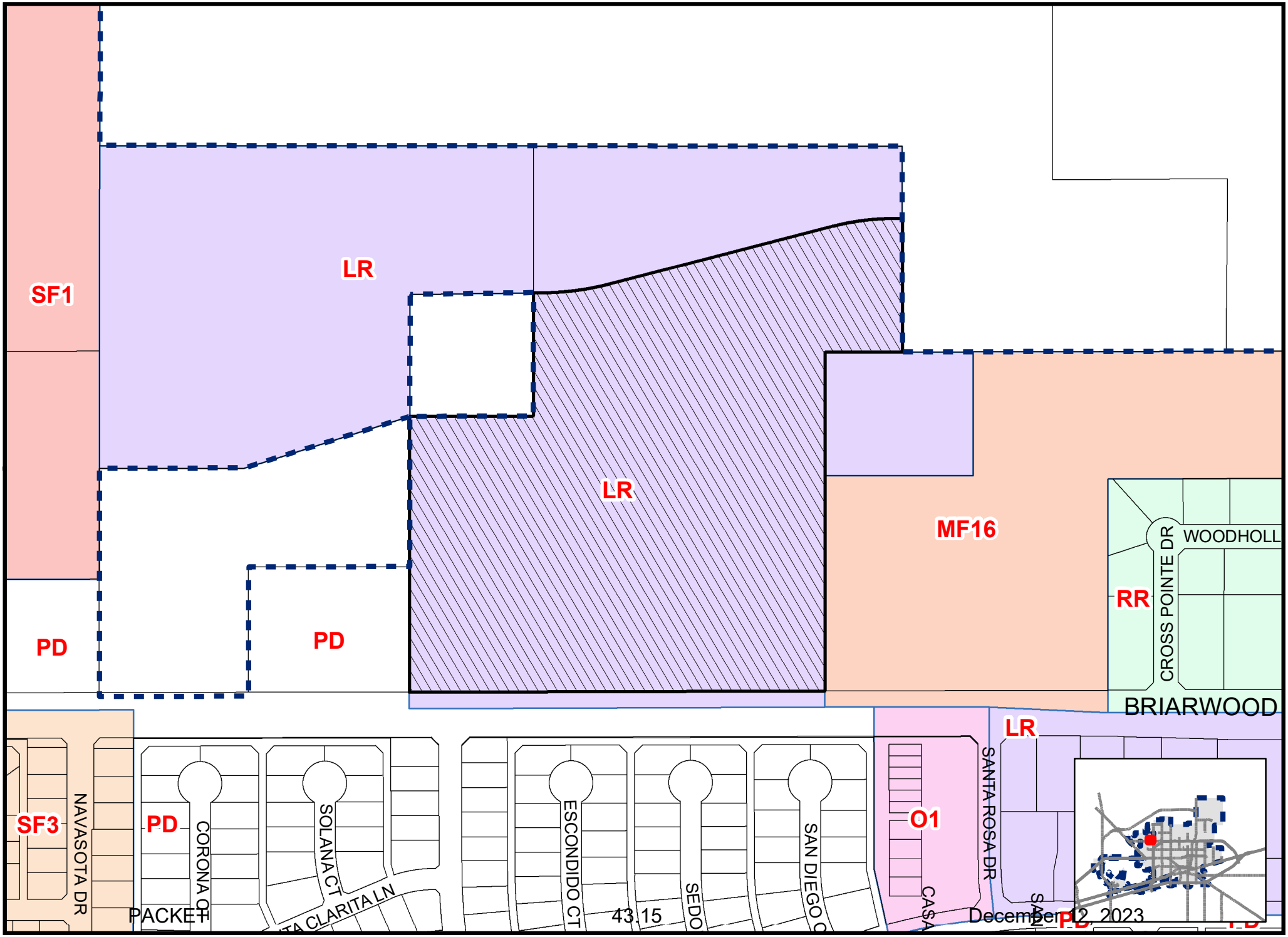

Map By LO, 11/1/2023

SUD-23-0165

Scale: 1" = 3800'

ZONING MAP

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City Council Meeting

Item Number: 44

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,363-SQUARE FOOT PORTION OF LOT 1A, BLOCK 1, PAVILION PARK, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST MOCKINGBIRD LANE AND NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

An ordinance on a request by Jennifer A. Chacon for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant at 5520 North Big Spring Street.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Strong Economy with More Quality Jobs

Discussion:

The property directly to the north is zoned PD, Planned District for a Housing Development and the location of an apartment complex. The properties to the east and the south are also zoned RR, Regional Retail District, and the location of vacant land and a Wendy's, respectively. To the west, the property is zoned MF-16, Multi-Family Dwelling District, and is a multi-family complex.

Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for the sales of Alcoholic Beverages for On-Premises Consumption in a Restaurant with the approval of an SUD. The total area of the restaurant, Cerveceria 19, is 4,363-square feet and the proposed alcohol serviceable area is 3,261-square feet.

Cerveceria is not currently in operation. The attached site and floor plans are illustrative of the restaurant that will be attached to Jack's Convenience Store. Cerveceria 19 will have an alcoholic serviceable area of 3,261-square feet, this includes an inside serviceable area of 2,256-square feet and an outside 1,005-square foot patio area.

The applicant shares a building, and parking lot, with a convenience store. These uses, together, require a minimum of 45 total parking spaces. The total number of spaces furnished is well over that minimum, at 80 parking spaces.

The proposed hours of operation:

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

The proposed hours of alcohol service:

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections to zone change

Engineering: (Approved)

No objection to zone change. [For the Applicant's information only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for Cerveceria 19 is acceptable. The property must adhere to the maximum occupant load of 217 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." Cerveceria 19 is a destination where Midland residents will gather and socialize.

The Planning and Zoning Commission recommended approval of this request at their meeting on November 20, 2023.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 3,261 square feet as shown in Exhibit "A".

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of December 6, 2023, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,363-SQUARE FOOT PORTION OF LOT 1A, BLOCK 1, PAVILION PARK, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST MOCKINGBIRD LANE AND NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and

after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a specific use designation with term for a 4,363-square foot portion of Lot 1A, Block 1, Pavilion Park, Section 11, City and County of Midland, Texas, together with the uses permitted in the RR, Regional Retail District;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant a specific use designation with term for the sale of alcoholic beverages for on-premises consumption, to be known as the "Specific Use Designation With Term" (the "Designation"), for the 4,363-square foot portion of Lot 1A, Block 1, Pavilion Park, Section 11, City and County of Midland, Texas (the "Property"), as set out hereinafter;

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,261 square feet as shown in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Establishment shall be in operation within 120 days from the final adoption of this Ordinance. With Term are satisfied.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland.

SECTION SIX. It is the intention of the City Council that the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the laws of an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading the _____ day of _____, A.D., 2023; and passed to second reading

Council members voting "AYE":

on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

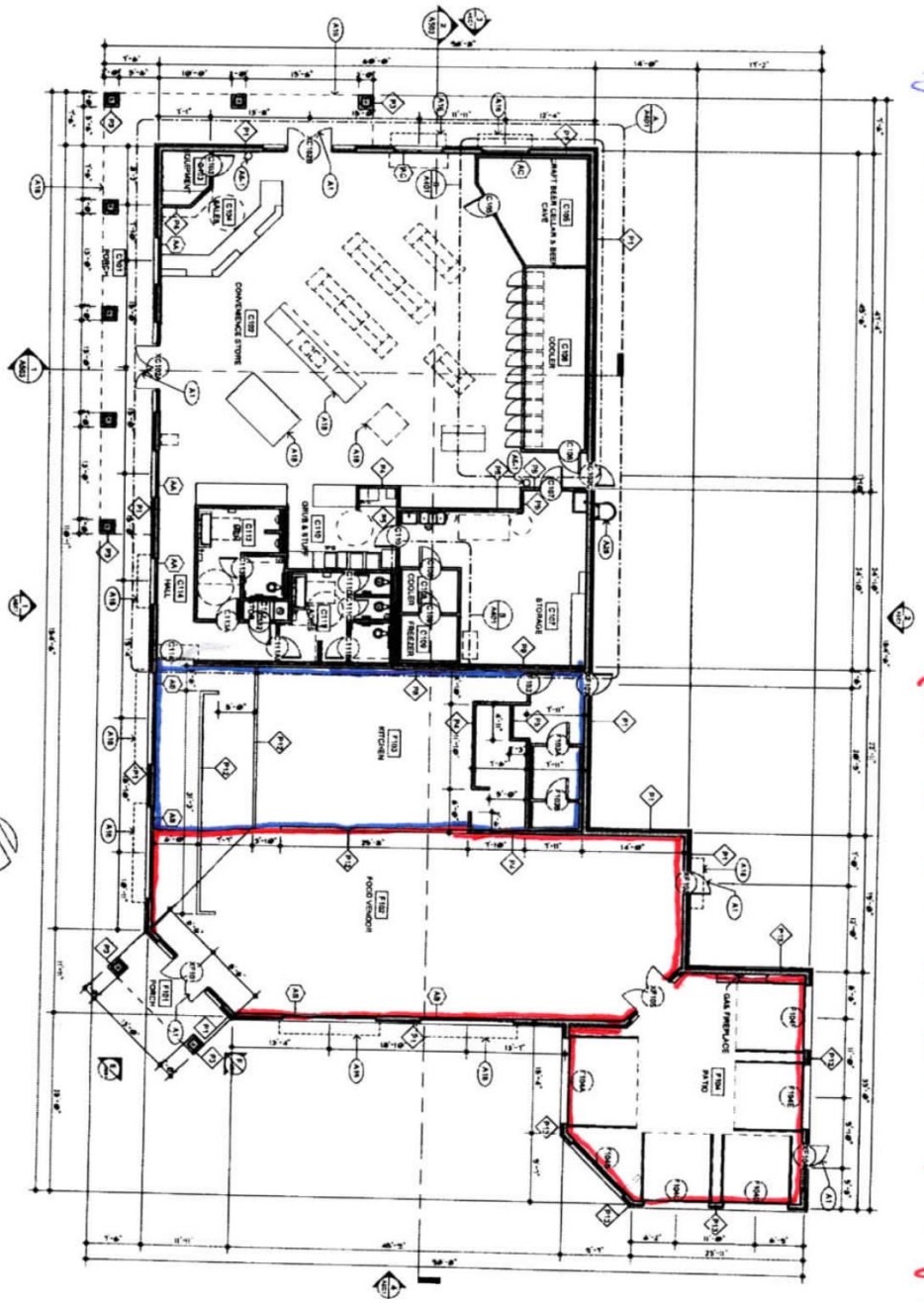
_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"



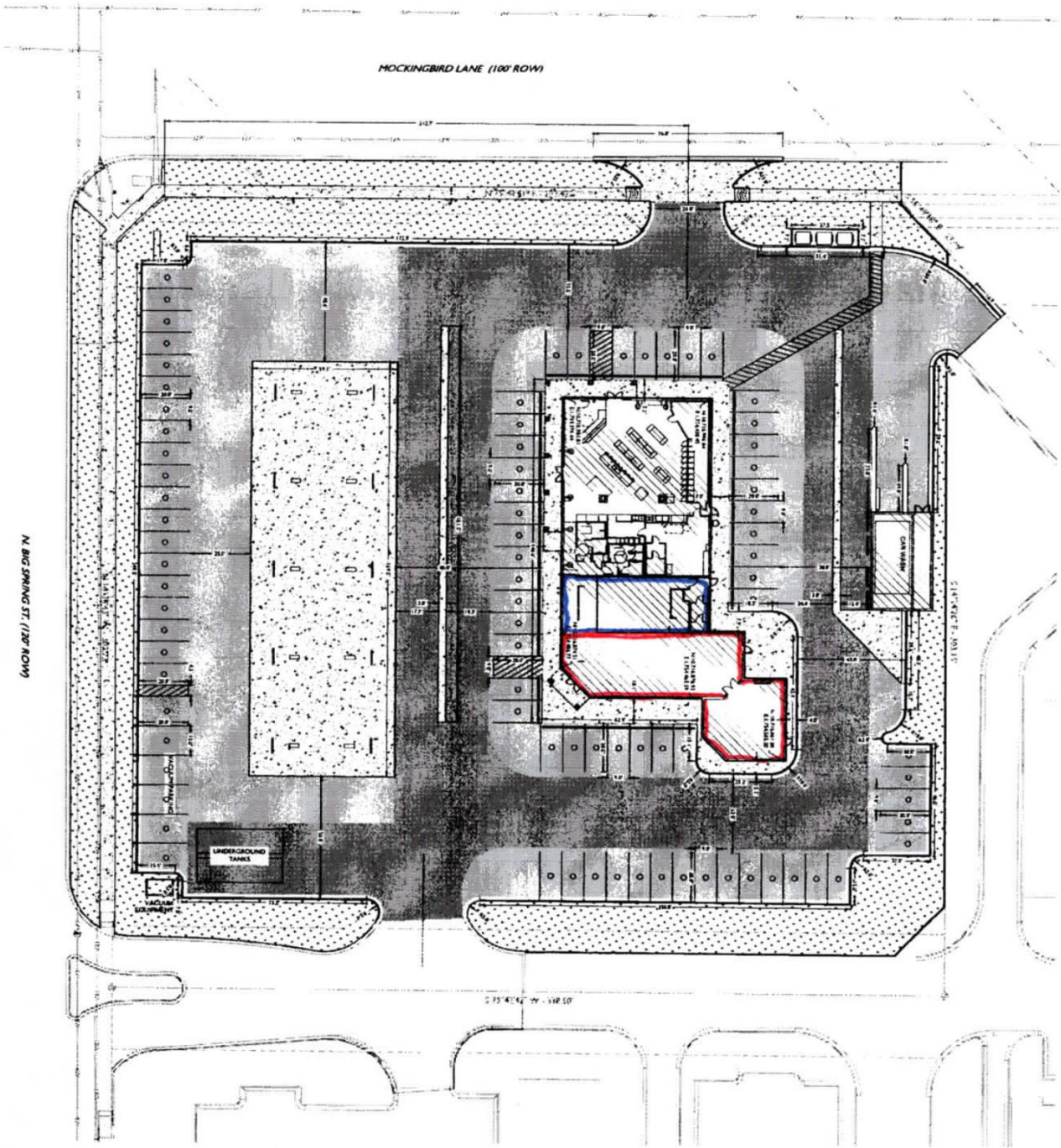
CONVENIENCE STORE AND FOOD VENDOR FLOOR PLAN
1/8" = 1'-0"

ARCHITECTURAL NOTES

NEW BUILDING FOR
JACK'S CONVENIENCE STORE #9
MOCKINGBIRD & BIG SPRING

PATE ARCHITECTS
MIDLAND, TEXAS 79703
432.697.0037

A101



LEGEND

DENOTES FOUND PROPERTY AS NOTED
DENOTES SET 1/2" IN CAP
DENOTES FOUND BENCHMARK AS NOTED
DENOTES EXISTING MANHOLE
DENOTES BOUNDARY LINE
DENOTES EDGE OF ASPHALT
DENOTES EXISTING LOTS
DENOTES EXISTING 8" WATER LINE
DENOTES EXISTING 12" WATER LINE
DENOTES EXISTING 12" SEWER LINE

DIMENSIONAL NOTE:

DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.

CONCRETE JOINTING NOTE:

MAVERICK DOES NOT SUPPLY CONCRETE JOINTING PLANS OR REVIEW THEM UNLESS SPECIFICALLY CONTRACTED TO DO SO. THE CONTRACTOR IS RESPONSIBLE FOR CONCRETE JOINTING PLAN DEVELOPMENT AND IMPLEMENTATION. MAVERICK CAN PROVIDE THIS SERVICE TO THE CONTRACTOR AT AN ADDITIONAL EXPENSE. PLEASE CONTACT MAVERICK FOR MORE INFORMATION ON THIS ADDITIONAL DESIGN SERVICE.

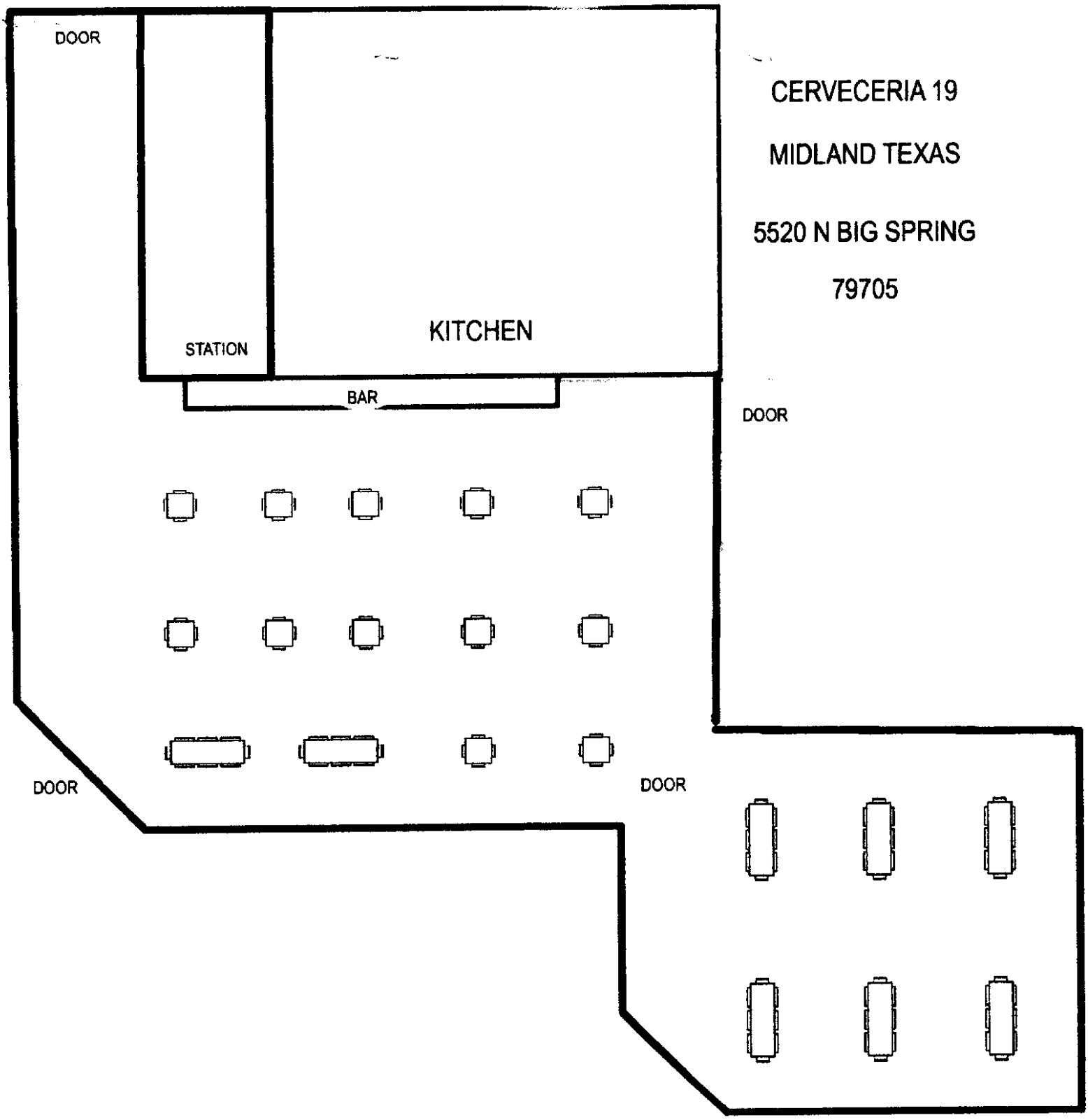
811 Know what's below. Call before you dig.

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

SHEET NUMBER
DIMENSION PLAN
C200
OF SHEETS
PATE JOB NO. 1825
MAV JOB NO. 190137

NEW BUILDING FOR:
JACK'S CONVENIENCE STORE #9
MOCKINGBIRD & BIG SPRING
MIDLAND, TX

PATE ARCHITECTS
500 W. ILLINOIS, SUITE 302
MIDLAND, TEXAS 79703
432.697.0037
www.PateArchitects.com


DOOR
CERVECERIA 19
MIDLAND TEXAS
5520 N BIG SPRING
79705
KITCHEN
STATION
BAR
DOOR
DOOR
DOOR

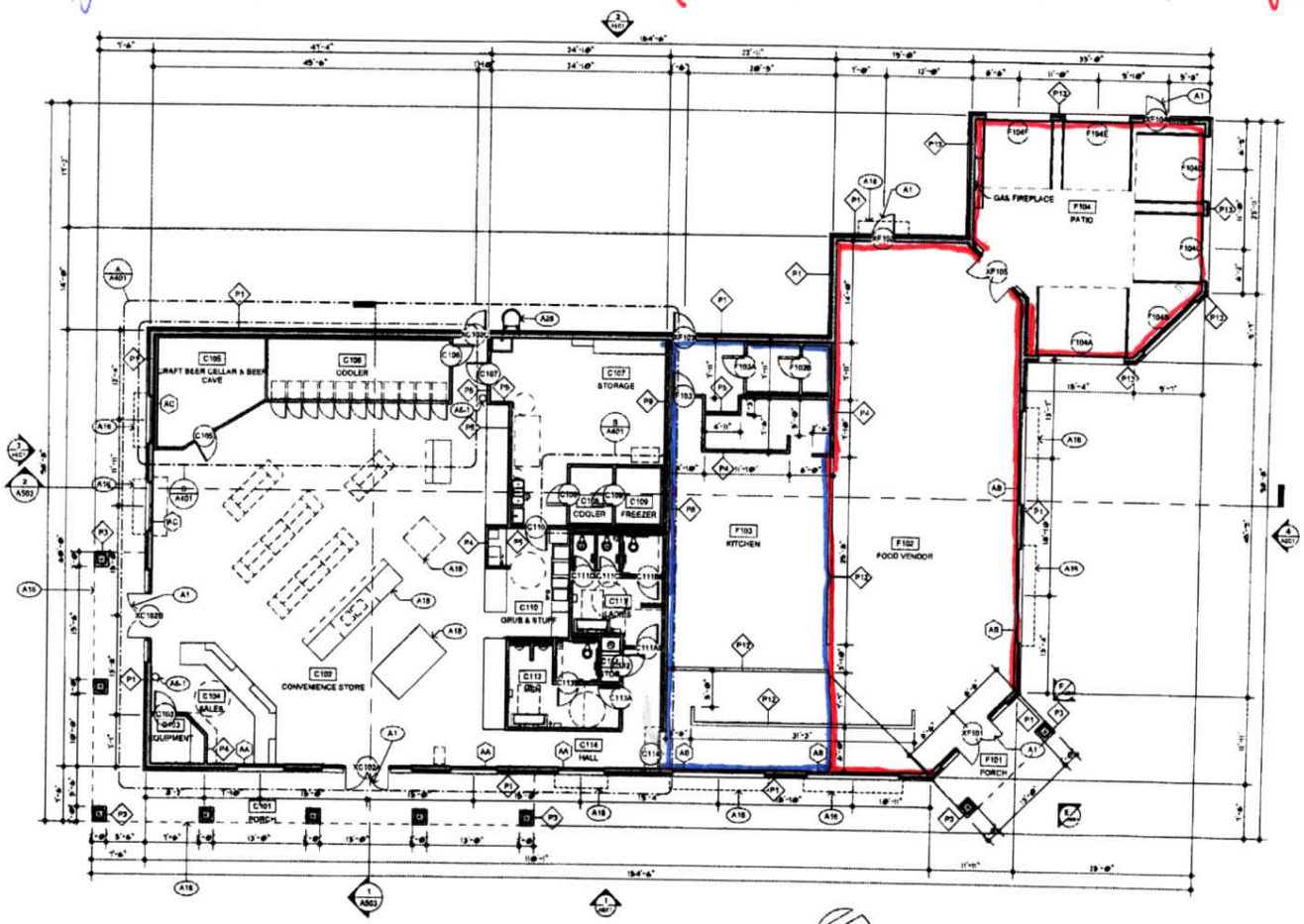
ARCHITECTURAL - NOTES

A1 FLOOR AND GROUND AREA WITHIN THE REQUIRED ADA & TAS CLEARANCES (5'-0" x 5'-0" MIN.) TO BE LEVEL AND CLEAR.
A6-1 WALL HUNG FIRE EXTINGUISHER
A16 LINE OF ROOF ABOVE
A18 EQUIPMENT BY OTHERS - SEE SHEET A402
A28 FIXED STEEL LADDER WITH 1" RUNGS ATTACHED TO FLOOR AND STRUCTURE ABOVE

Area to Sell Alcohol. (3,261)

Kitchen Area

TCTC1 - 4363 sqft.



CONVENIENCE STORE AND FOOD VENDOR FLOOR PLAN
1/8" = 1'-0"

PATE ARCHITECTS
4500 W. ILLINOIS, SUITE 302
MIDLAND, TEXAS 79703
432.697.0037

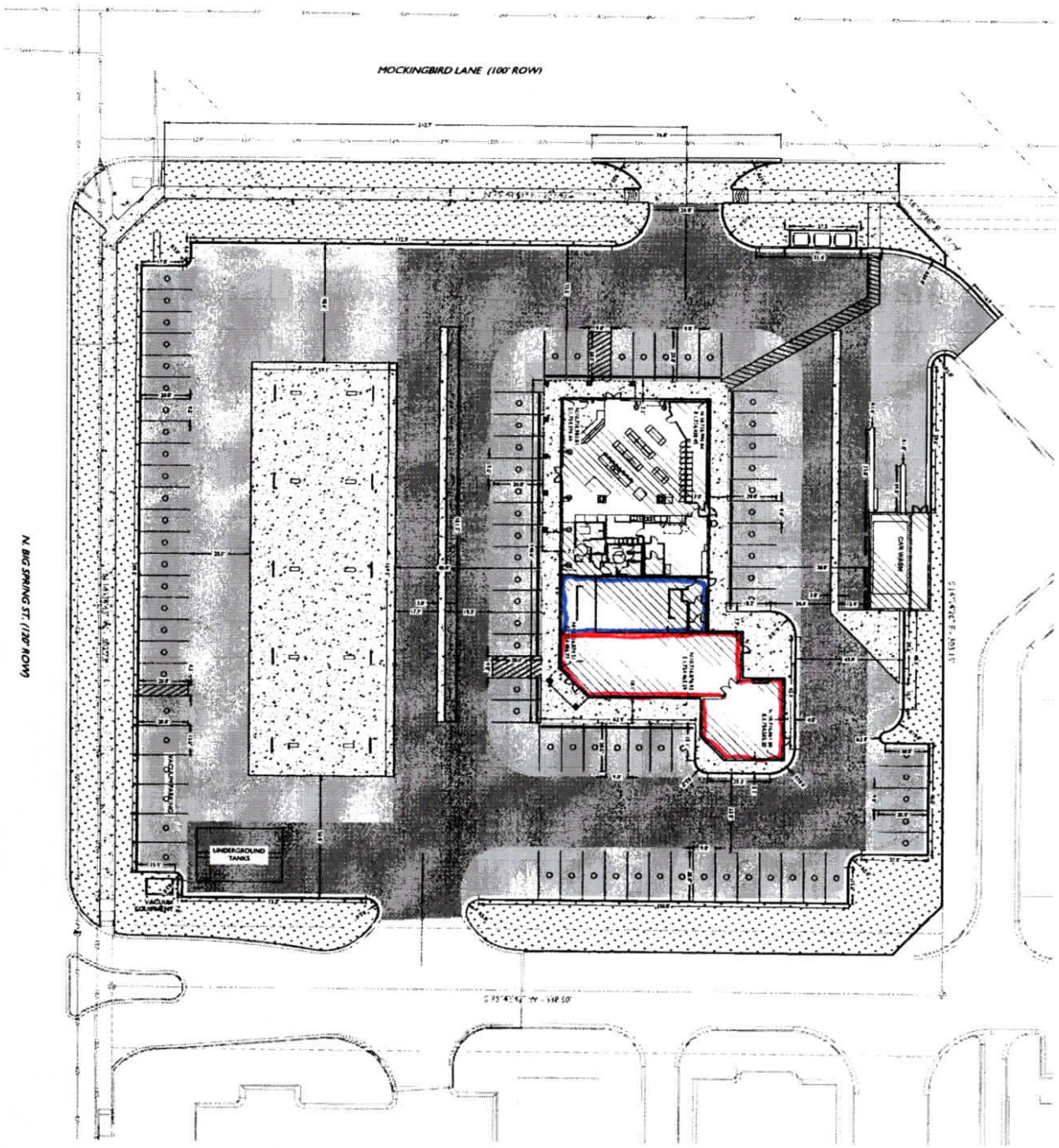
NEW BUILDING FOR:
JACK'S CONVENIENCE STORE #9
MOCKINGBIRD & BIG SPRING

DATE ISSUED
09/16/2019

REVISIONS

SHEET NUMBER
A101

JOB NO. 18-2



LEGEND

DENOTES FOUND PENETRATION AS NOTED
DENOTES 1/2" IRON ROD
DENOTES FOUND BENCHMARK AS NOTED
DENOTES EXISTING MANHOLE
DENOTES BOUNDARY LINE
DENOTES EDGE OF ASPHALT
DENOTES EXISTING LOTS
DENOTES EXISTING 4" WATER LINE
DENOTES EXISTING 12" WATER LINE
DENOTES EXISTING 12" SEWER LINE

SCALE 1" = 50'

DIMENSIONAL NOTE

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MIDLAND, TEXAS 79703
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www.PateArchitects.com

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jennifer A. Chacon		Phone ( ) Email	
Address: 2319 Sage Brush Rd	City: Midland	State: TX	Zip: 79705
Property Owner Printed Name:		Phone ( ) Email	
Address	City	State	Zip
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 5520 N Big Spring St

Business Name: Cerveceria 19

Legal Description
Lot: A Block: 1 Subdivision: Pavilion Park.

Current Zoning: RR

Reason for Request: Sell Alcohol

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: monday to Sunday 11:00am to 12:00 am

Proposed Days and Hours of Alcohol Service: monday to Sunday 11:00am to 12:00am

Total Square Footage of Business: 4363

Square Footage of Alcohol Serviceable Area: 3261

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:**	2
	Women	**Toilets:** 3	**Bathroom Sinks:**	2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Jennifer A. Chacon	Date: 9-20-23
Applicant (printed): Jennifer A. Chacon	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, 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 application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared JENNIFER A. CHACON who, being by me duly sworn, upon oath says: That (s)he is authorized by MATTHEW DENNING, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

JENNIFER A. CHACON

Subscribed and sworn to before me, this 20th day of September, 2023, to certify which witness my hand and seal of office.

MARY F DOMINGUEZ
Notary ID #6113859
My Commission Expires
April 6, 2027

Notary Public

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 1001	☑ Plans in Digital Format (PDF/JPEG)
Received By:	Date: 10-9-23

****Application will not be considered for scheduling until reviewed by a planner.****

MIDLAND

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number

Case Number

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jennifer A. Chacon		Phone (432) 661-9153 Email sergio_arios1944@outlook.com	
Address: 2319 Sage Brush Rd	City: midland	State: TX	Zip: 79705
Property Owner Printed Name: HIG SOF1 GSS, LLC		Phone ( ) Email	
Address: 373 E 800 S	City: OREM	State: UT	Zip: 84097
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	*City*	*State*	*Zip*

Street Address: 5520 N Big Spring St

Business Name: Cervecceria 19

Legal Description
Lot: 1A Block: 1 Subdivision: Pavilion Park.

Current Zoning: RR

Reason for Request: Sell Alcohol.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation:
monday to sunday 11:00am - 12:00 am

Proposed Days and Hours of Alcohol Service:
monday to sunday 11:00am - 12:00 am

Total Square Footage of Business: 4363 square Foot

Square Footage of Alcohol Serviceable Area: 3261 square Foot

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Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
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  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Jennifer A. Chacon	Date: 9-11-23
Applicant (printed): Jennifer A. Chacon	
Property Owner (signature): [signature]	Date: 9/20/23
Property Owner (printed): Matthew Denning – CIO, HIE SOF 2, GSS, LLC	

The Specific Use Designation with Terms for the sale of alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials 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 application on behalf of property owner, 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.

_____

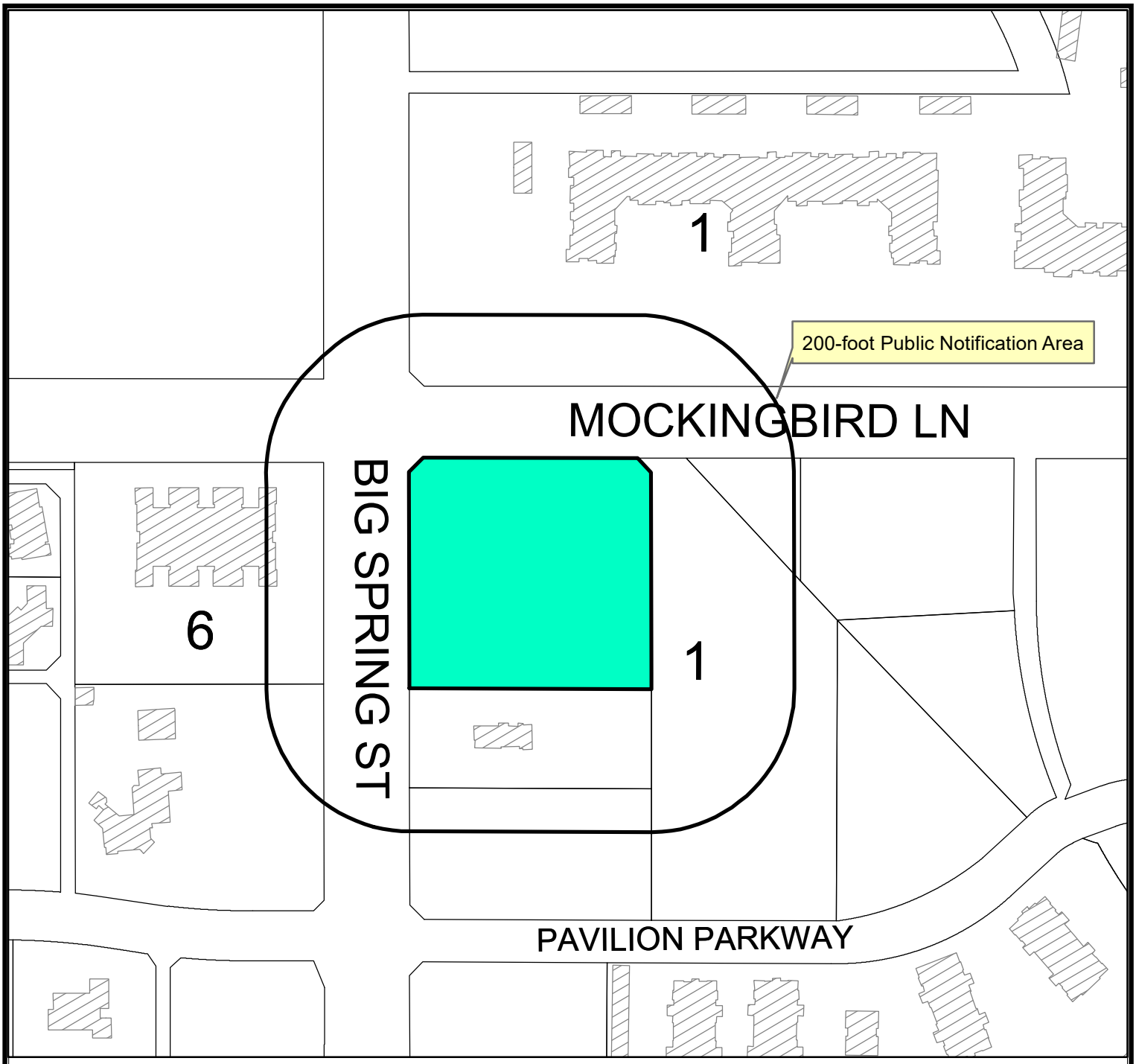
Subscribed and sworn to before me, this _____ day of _____, 20__, to certify which witness my hand and seal of office.

_____
Notary Public

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check # _____	☐ Plans in Digital Format (PDF/JPEG)
Received By: _____	Date: _____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

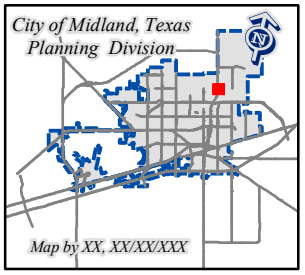
SUD-23-0168 **Scale: 1" = 200'**

Consider a request by Jennifer Chacon for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a restuarant on 4,363 square foot portion of Lot 1A, Block 1, Pavillion Park, Section 11, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Mockingbird Lane and North Big Spring Street. (Council District 1)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



December 12, 2023

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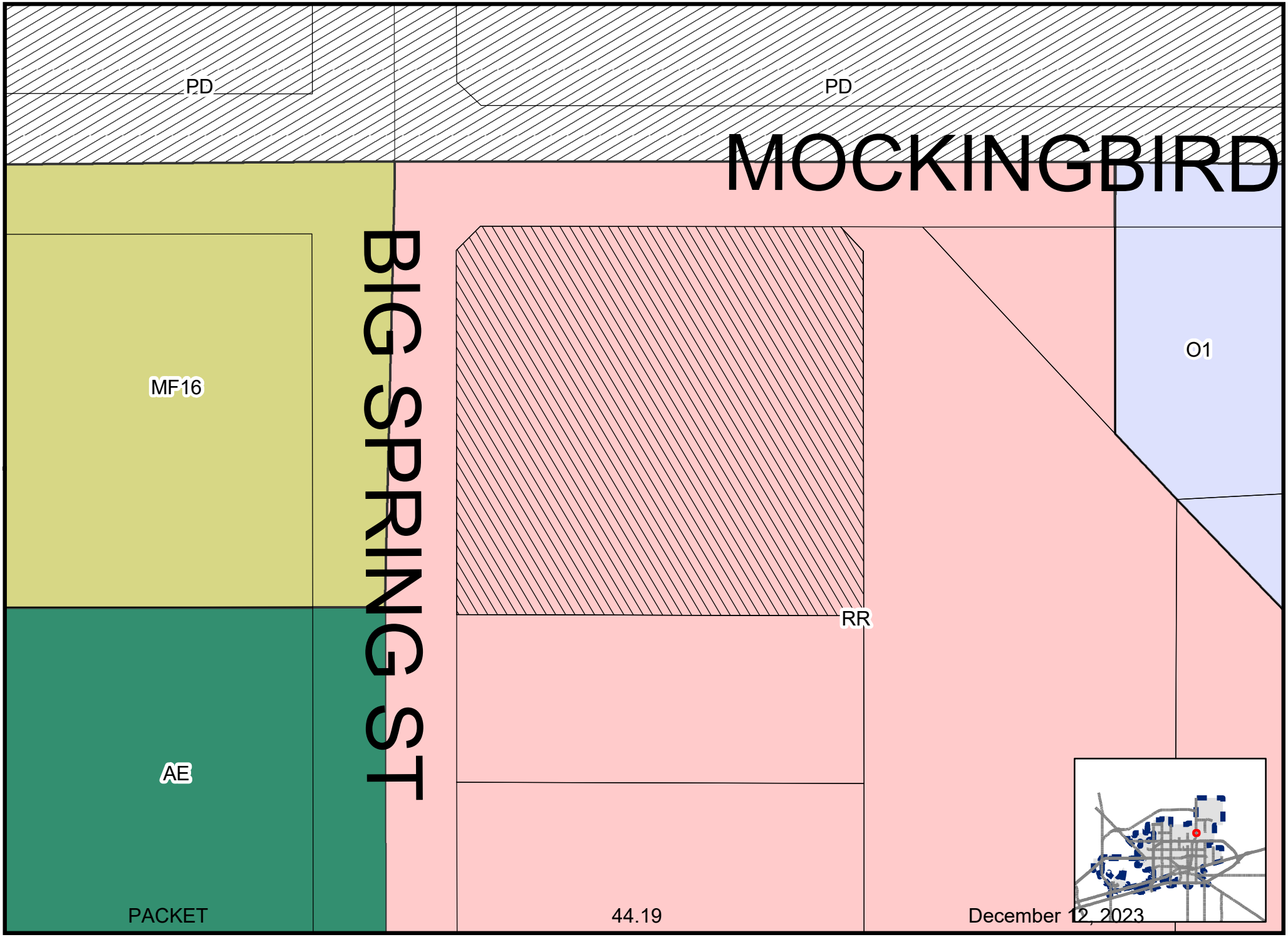
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By ES, 7/8/2021

SUD-23-0168

Scale: 1" = 100'

ZONING MAP

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NORTH
BUSINESS
349
TEXAS
Google







City Council Meeting

Item Number: 45

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,337-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, MYATT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Purpose:

An ordinance on a request by Kendall Howard for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant at 2200 West Wadley Avenue, Suite 6.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Strong Economy with More Quality Jobs

Discussion:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The total area of the restaurant, The Palm Cuban Cocina, is 4,337-square feet and the proposed alcohol serviceable area is 2,619-square feet. The property did have a SUP, Specific Use Permit with Term, back in 2006. Since 2006 it has not changed zoning other than renaming the old “Local Retail” Districts to Regional Retail Districts.

This SUD is required because the restaurant would like to sell alcohol on premises for patrons to enjoy with their meal.

The business is in a shopping center with numerous other businesses and restaurants. All the uses require a minimum space count of 116 parking spaces. The area sufficiently provides these with providing a total of 144 spaces.

The proposed hours of operation:

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

The proposed hours of alcohol service:

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for The Palms Cuban Cocina is acceptable. The property must adhere to the maximum occupant load of 174 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." The Palms Cuban Cocina is a destination where Midland residents will gather and socialize.

The Planning and Zoning Commission recommended approval of this request at their meeting on November 20, 2023.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 2,619 square feet as shown in Exhibit "A".

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of December 6, 2023, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,337-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, MYATT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in accordance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and

after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a specific use designation with term for a 4,337-square foot portion of Lot 1, Block 1, Myatt Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant a specific use designation with term for a 4,337-square foot portion of Lot 1, Block 1, Myatt Addition, City and County of Midland, Texas, together with the usual incidents pertaining thereto, which is presently zoned RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,619 square feet as shown in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland.

SECTION SIX. It is the intention of the City Council that the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the laws of an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading the _____ day of _____, A.D., 2023; and passed to second reading

Council members voting "AYE":

on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

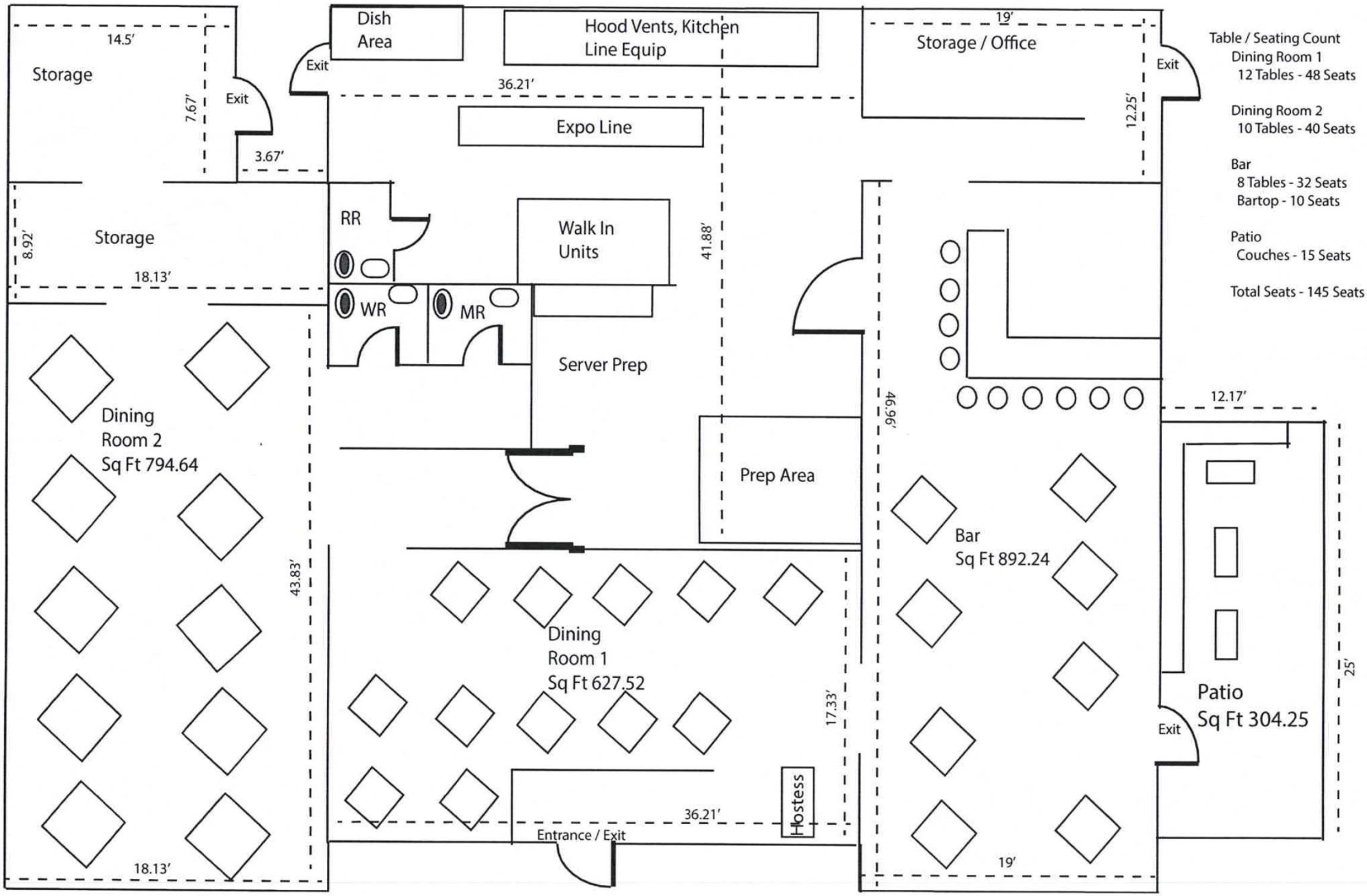
_____

Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney



Square Feet
Dining Room 1 - 627.52
Dining Room 2 - 794.64
Bar - 892.24
Patio - 304.25
Total Serviceable Square Feet - 2618.65
Total Building Square Feet - 4336.56

The Palms
Cuban Cocina

EXHIBIT "A"

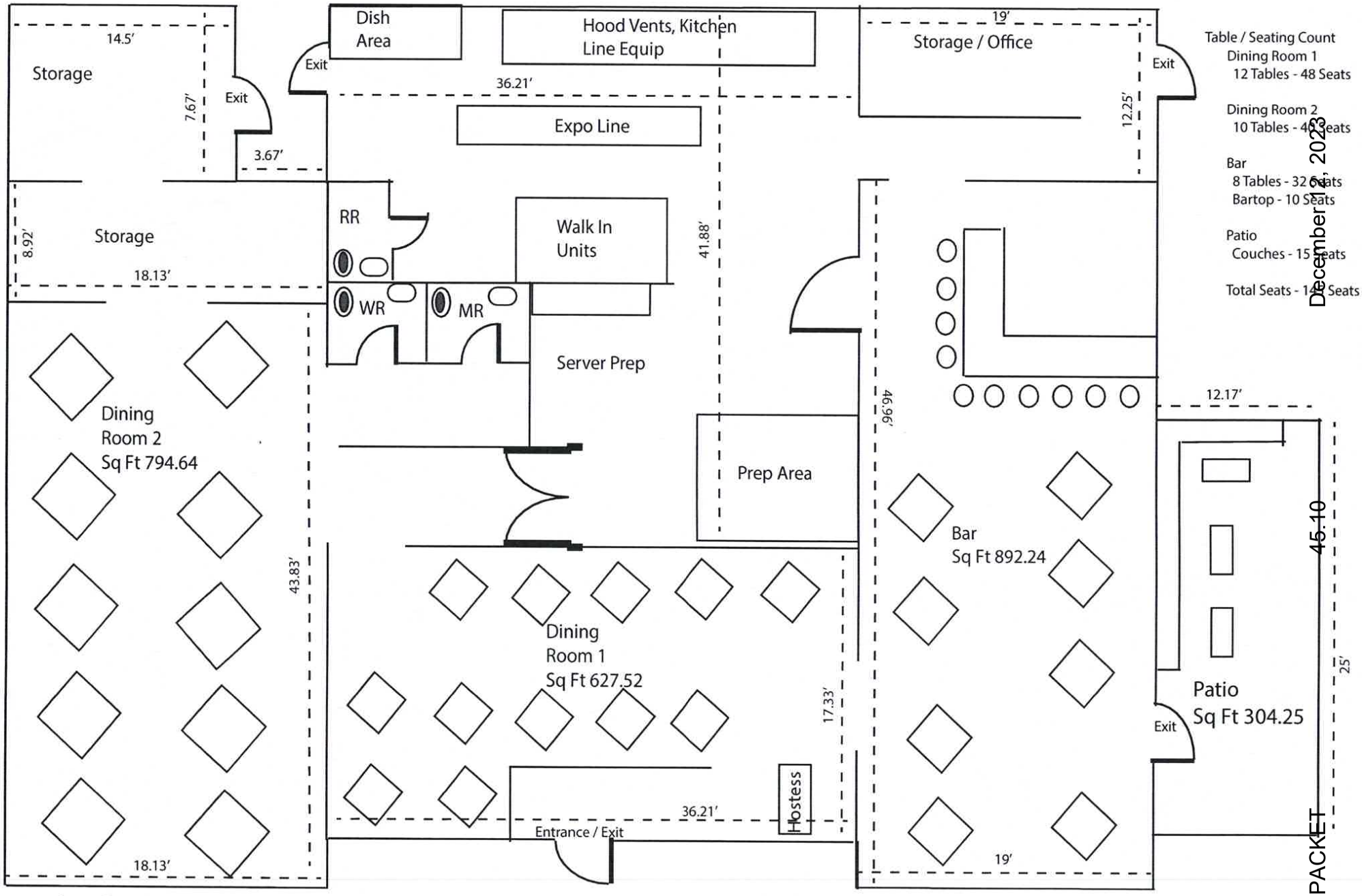


Table / Seating Count
Dining Room 1
12 Tables - 48 Seats

Dining Room 2
10 Tables - 40 Seats

Bar
8 Tables - 32 Seats
Bartop - 10 Seats

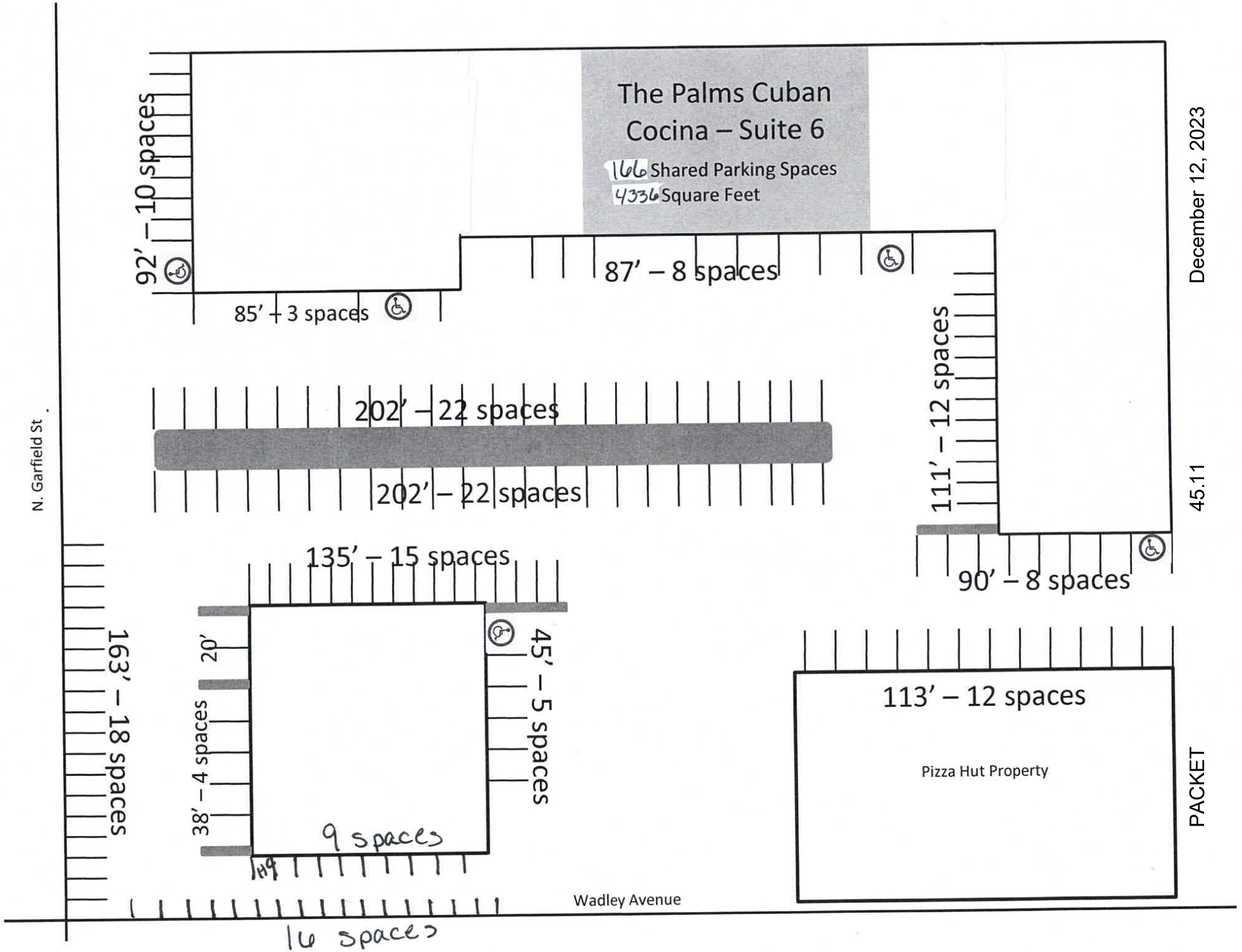
Patio
Couches - 15 Seats

Total Seats - 145 Seats

Square Feet
Dining Room 1 - 627.52
Dining Room 2 - 794.64
Bar - 892.24
Patio - 304.25
Total Serviceable Square Feet - 2618.65
Total Building Square Feet - 4336.56

The Palms
Cuban Cocina

December 14, 2023
PACKET



December 12, 2023
45.11
PACKET

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Kendall Howard			Phone (806) 783-8774 Email mnm240@hotmail.com
Address: 10401 Indiana	City: Lubbock	State: TX	Zip: 79423
Property Owner Printed Name: ORSRP, Ltd			Phone (432) 683-8484 Email rickm@midwayrealestate.com
Address: PO Box 2492	City: Midland	State: TX	Zip: 79702
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 2200 W. Wadley Suite 6, Midland Tx

Business Name: The Palms Cuban Cocina

Legal Description
Lot: 0000 Block: 001 Subdivision: All Less 120 x 150 ADDN: Myatt

Current Zoning:

Reason for Request: Mixed Beverage Permit, Food & Beverage Permit

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: Monday - Sunday 11AM - 12AM

Proposed Days and Hours of Alcohol Service: Monday - Sunday 11AM - 12AM

Total Square Footage of Business: 4336.56

Square Footage of Alcohol Serviceable Area: 2618.65

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 1	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): _____ Date: 10/2/23

Applicant (printed): Kendall Howard

Property Owner (signature): _____ Date: 10/2/23

Property Owner (printed): Kendall Howard

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, 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 application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared KENDALL E. HOWARD who, being by me duly sworn, upon oath says: That (s)he is authorized by ORSRP LTD., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____

Subscribed and sworn to before me this 2nd day of OCTOBER, 2023, to certify which witness my hand and seal of office.

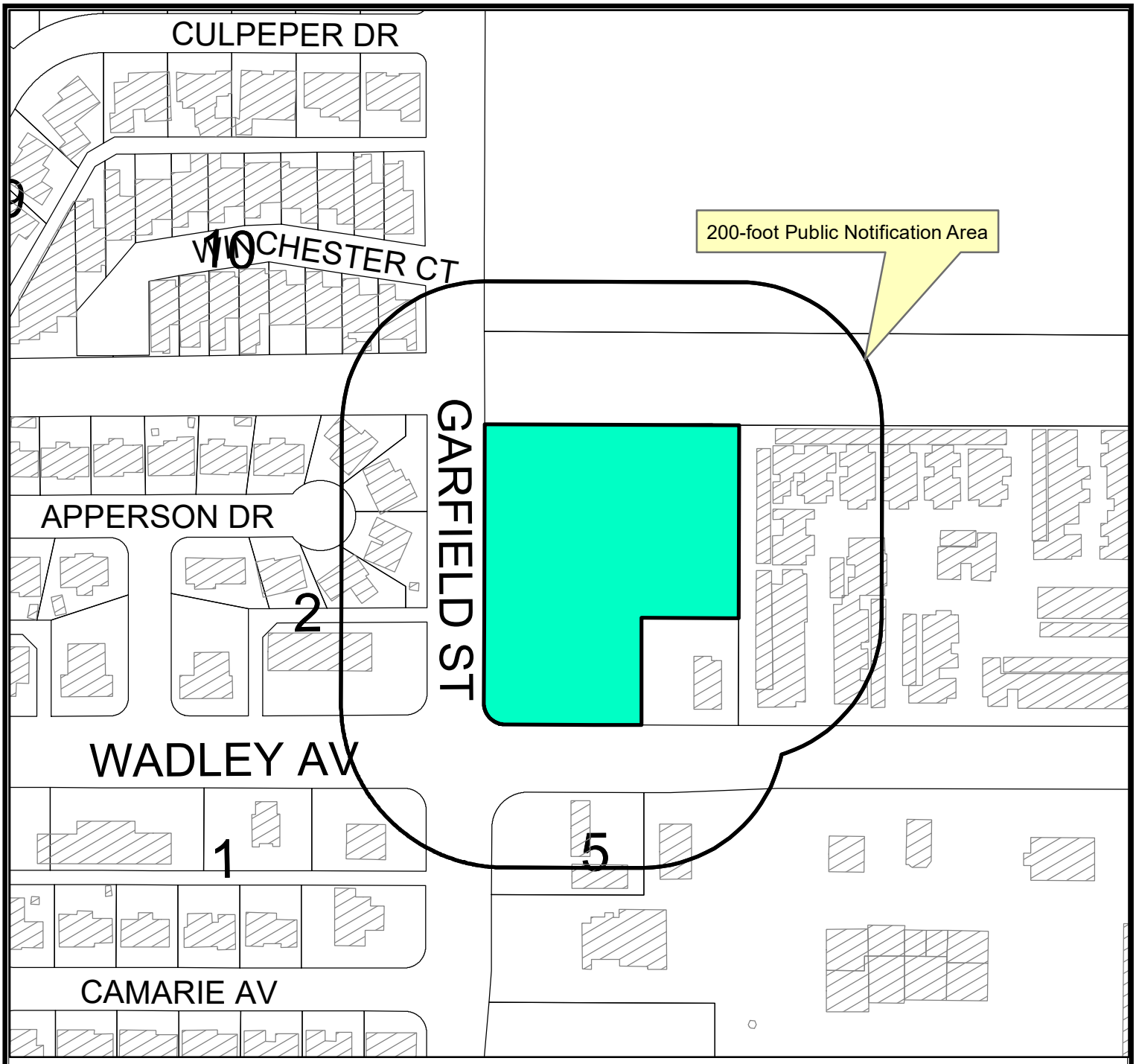
JANINE NEW NOTARY PUBLIC STATE OF TEXAS EXPIRES 08-19-2026 ID # 11803275

_____
Notary Public

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

SUD-23-0167 **Scale: 1" = 200'**

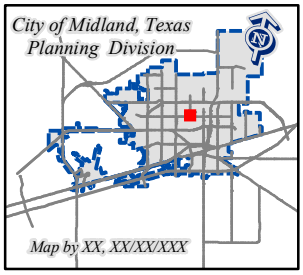
Consider a request by Kendall Howard for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on Premises Consumption in a Restaurant on 4,337 square foot portion of Lot 1, Block 1,less the east 120 feet by the south 150 feet, Myatt Addition, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of North Garfield Street and West Wadley Ave.

PACKET 45.14

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



December 12, 2023

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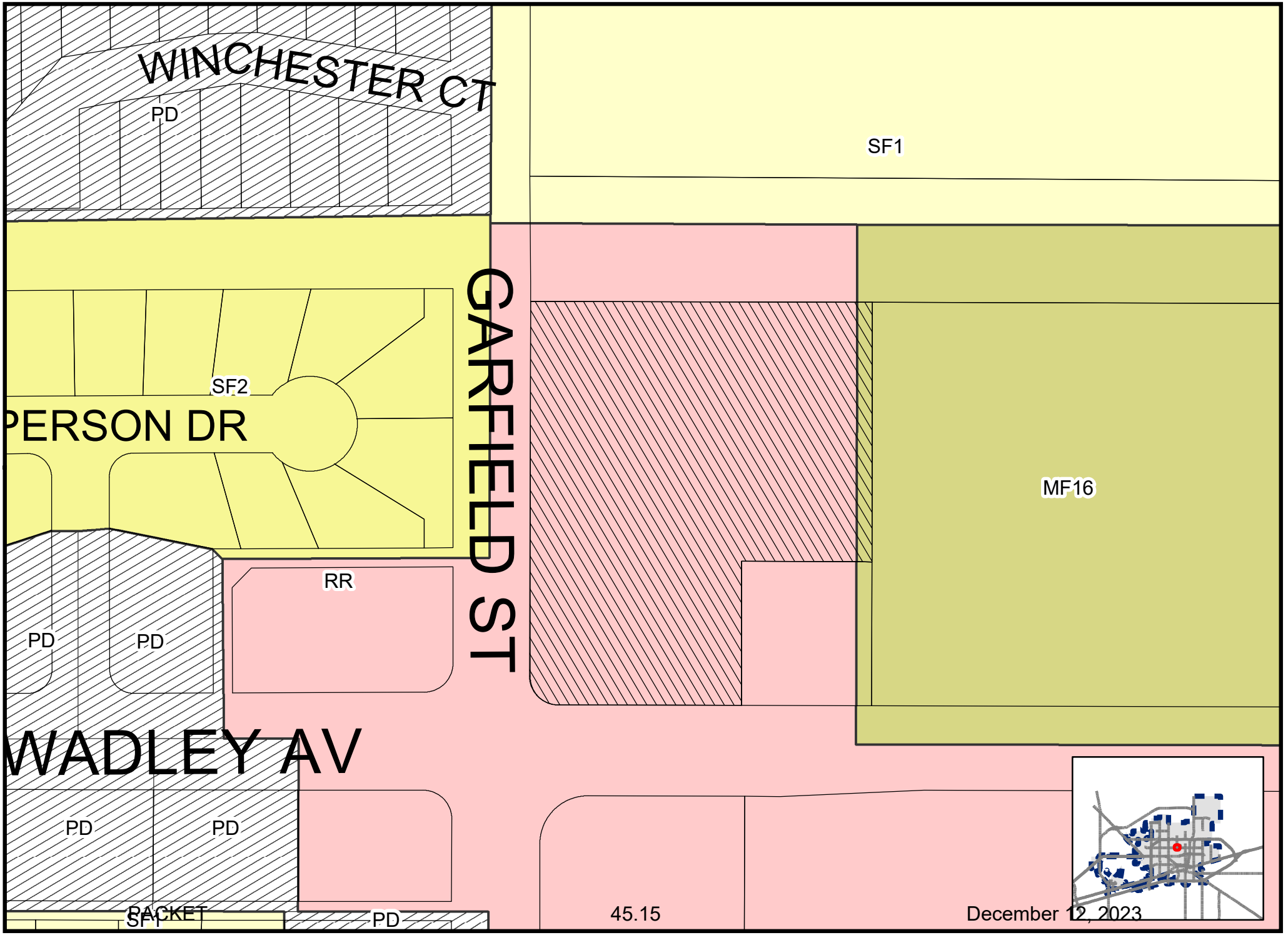

Map By ES, 7/8/2021

SUD-23-0167

Scale: 1" = 125'

ZONING MAP

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Pizza Hut
W Wadley Ave


SUSIE'S SOUTH FORTY
CONFECTIONS


Wadley Ave
SPACE AVAILABLE FOR LEASE
432-683-8484

City Council Meeting

Item Number: 46

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject:

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.245-ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 12, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH D STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The applicant, Maverick Engineering, is requesting a Zone Change from PD, Planned Development District for an Office Center to O-1, Office District, for the property located at 1011 W. Texas Avenue for the development of an office building.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Strategic Priority:

Strong Economy with More Quality Jobs

Current Zoning:

PD, Planned Development District for an Office Center (7499)

Surrounding Zoning and Land Use:

All adjacent properties are zoned O-1, Office District. Theres a multitude of uses including a youth center, law offices, hospice services, a church, and a dentist.

Analysis:

The subject property is zoned PD, Planned Development District for an Office Center with a base zoning of O-1. Maverick is seeking this zone change to be able to construct an office building within the area. This is a permitted use in the O-1, Office District. They would essentially just not have to abide by the regulations of the PD, Planned Development District for an Office Center.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to 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.

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:

This falls into line with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which states that the Central City area of Midland should incorporate a plethora of attractions and different land uses. While this may seem like a standard office building, there are very little office space used within the immediate area. This would also utilize vertical integration to help the city center thrive as a bustling hub for Midland. The land use map indicates that this is designated as Urban-Medium Neighborhood Center (U-M NC) which calls for a mix of townhouse districts, single family dwelling districts, local retail districts, and office districts. This request is consistent with the designation in the Tall City Tomorrow Comprehensive Plan as it would release the PD and allow for the designation od O-1 which is in line with the goal of the plan.

The Planning and Zoning Commission recommended approval of this request on November 20, 2023.

Staff recommends approval of this zone change from PD, Planned Development District for Office Center, to O-1, Office District subject to condition A.

Condition:

A. **That the use and development of this property shall conform to the regulations of the O-1, Office District.**

Letters of Objection:

As of December 6, 2023, staff has not received any objection letters.

Attachments:

Metes & Bounds (Exhibit A)
Application
Maps
Ordinance 7499



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.245-ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 12, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH D STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.245-acre tract of land out of Lots 5 and 6, Block 12, West End Addition, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein, to O-1, Office 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 an Office Center to O-1, Office 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 0.245 ACRE TRACT OF LAND, BEING LOT 6, AND THE WEST ONE-HALF OF LOT 5, BLOCK 12, WEST END ADDITION, AN ADDITION TO THE CITY OF MIDLAND, ACCORDING TO THE PLAT THEREOF FILED IN CABINET "E", PAGE 52, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y):10694548.65, E.(x):1753330.96, A ONE HALF INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE WEST ONE-HALF OF SAID LOT 5, SAME BEING A POINT IN THE SOUTH RIGHT OF WAY LINE OF WEST TEXAS AVENUE, AND FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°34'16"E., WITH THE EAST LINE OF SAID WEST ONE-HALF OF LOT 5, 143.04 FEET (RECORD=143.00 FEET) TO A ONE HALF INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER THEREOF, SAME BEING A POINT IN THE NORTH RIGHT OF WAY LINE OF A 20-FOOT-WIDE PUBLIC ALLEYWAY, AND FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°34'23"W., WITH THE NORTH LINE OF SAID 20-FOOT-WIDE PUBLIC ALLEYWAY, 74.64 FEET (RECORD=75.00 FEET) TO A ONE HALF INCH IRON ROD FOUND FOR THE NORTHEAST INTERSECTON OF SAID PUBLIC ALLEYWAY AND NORTH "D" STREET RIGHTS OF WAY, AND FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°34'16"W., WITH THE EAST LINE OF SAID NORTH "D" STREET, 142.81 FEET (RECORD=143.00 FEET) TO A CROSS CHISELED IN CONCRETE SET FOR THE SOUTHEAST INTERSECTION OF SAID NORTH "D" STREET AND WEST TEXAS AVENUE, FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°24'07"E., WITH THE SOUTH LINE OF SAID WEST TEXAS AVENUE, 74.64 FEET (RECORD=75.00 FEET) TO THE **POINT OF BEGINNING**, CONTAINING 0.245 ACRES OR 10,667 SQUARE FEET OF LAND.

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989611 AT NGS "MIDLAND".



Paladin R. Huckaba
www.maverick-eng.com
Texas RPLS - No. 7027
Maverick Engineering (FIRM – No. 10194514)

October 16, 2023

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 0.245 ACRE TRACT OF LAND, BEING LOT 6, AND THE WEST ONE-HALF OF LOT 5, BLOCK 12, WEST END ADDITION, AN ADDITION TO THE CITY OF MIDLAND, ACCORDING TO THE PLAT THEREOF FILED IN CABINET "E", PAGE 52, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y):10694548.65, E.(x):1753330.96, A ONE HALF INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE WEST ONE-HALF OF SAID LOT 5, SAME BEING A POINT IN THE SOUTH RIGHT OF WAY LINE OF WEST TEXAS AVENUE, AND FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°34'16"E., WITH THE EAST LINE OF SAID WEST ONE-HALF OF LOT 5, 143.04 FEET (RECORD=143.00 FEET) TO A ONE HALF INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER THEREOF, SAME BEING A POINT IN THE NORTH RIGHT OF WAY LINE OF A 20-FOOT-WIDE PUBLIC ALLEYWAY, AND FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°34'23"W., WITH THE NORTH LINE OF SAID 20-FOOT-WIDE PUBLIC ALLEYWAY, 74.64 FEET (RECORD=75.00 FEET) TO A ONE HALF INCH IRON ROD FOUND FOR THE NORTHEAST INTERSECTON OF SAID PUBLIC ALLEYWAY AND NORTH "D" STREET RIGHTS OF WAY, AND FOR THE SOUTHWEST CORNER HEREOF;

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THENCE N.75°24'07"E., WITH THE SOUTH LINE OF SAID WEST TEXAS AVENUE, 74.64 FEET (RECORD=75.00 FEET) TO THE **POINT OF BEGINNING**, CONTAINING 0.245 ACRES OR 10,667 SQUARE FEET OF LAND.

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989611 AT NGS "MIDLAND".



Paladin R. Huckaba
www.maverick-eng.com
Texas RPLS - No. 7027
Maverick Engineering (FIRM – No. 10194514)

October 16, 2023

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: Chris Butler - CM Butler Construction		Phone ( ) Email	
Address 4416 Briarwood Ave Ste 110 Box 23	City Midland	State TX	Zip 79707

Property Owner Printed Name: See Applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 1011 W Texas Ave

Legal Description
Lot: 6 & West 1/2 of 5 Block: 12 Subdivision: West End Addn

Current Zoning: PD	**Proposed Zone:** O1 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: office building

Present Use of Property: vacant

Proposed Use of Property: office building

How would this zone change affect the public health, safety and welfare? no adverse affect

Describe how conditions affecting the property have changed since present zoning designation: no change

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: 10/19/23
Applicant (printed): Christopher M. Butler	
Property Owner (signature): see applicant	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by CM Butler Const, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 19th day of October, 2023, to certify which witness my hand and seal of office.

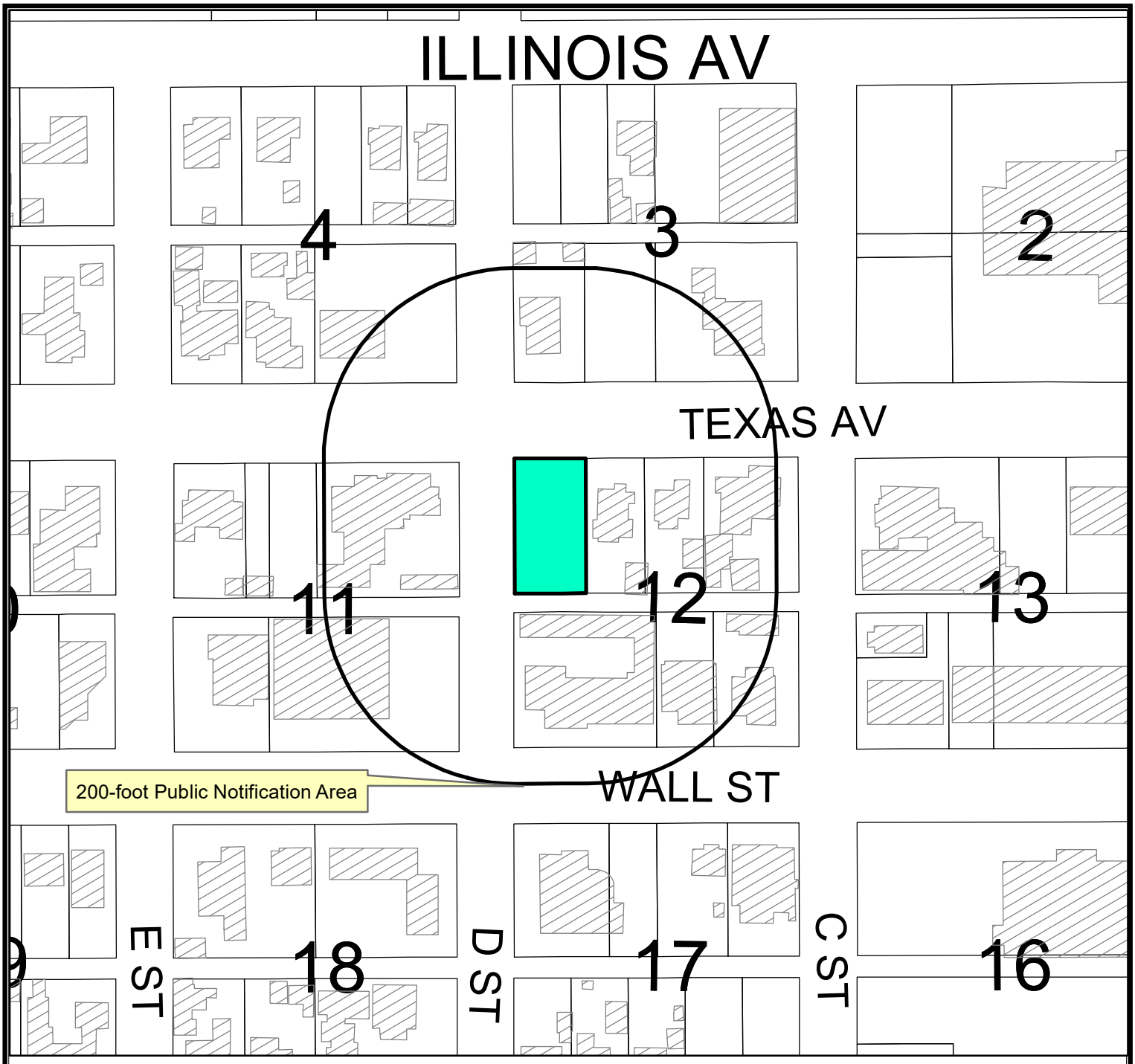
Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan not required
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 4516	
Received By: Landon Odom	Date: OCT 23 2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

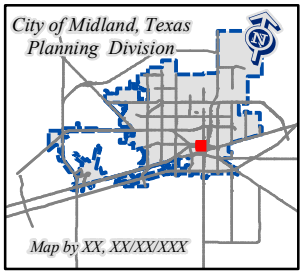
Z-23-0353 **Scale: 1" = 150'**

Consider a request by Maverick Engineering for a zone change from, PD, Planned Development District for an Office Center to O-1, Office District on Lot 6 and west half of Lot 5, West End Addition, City and County of Midland, Texas.

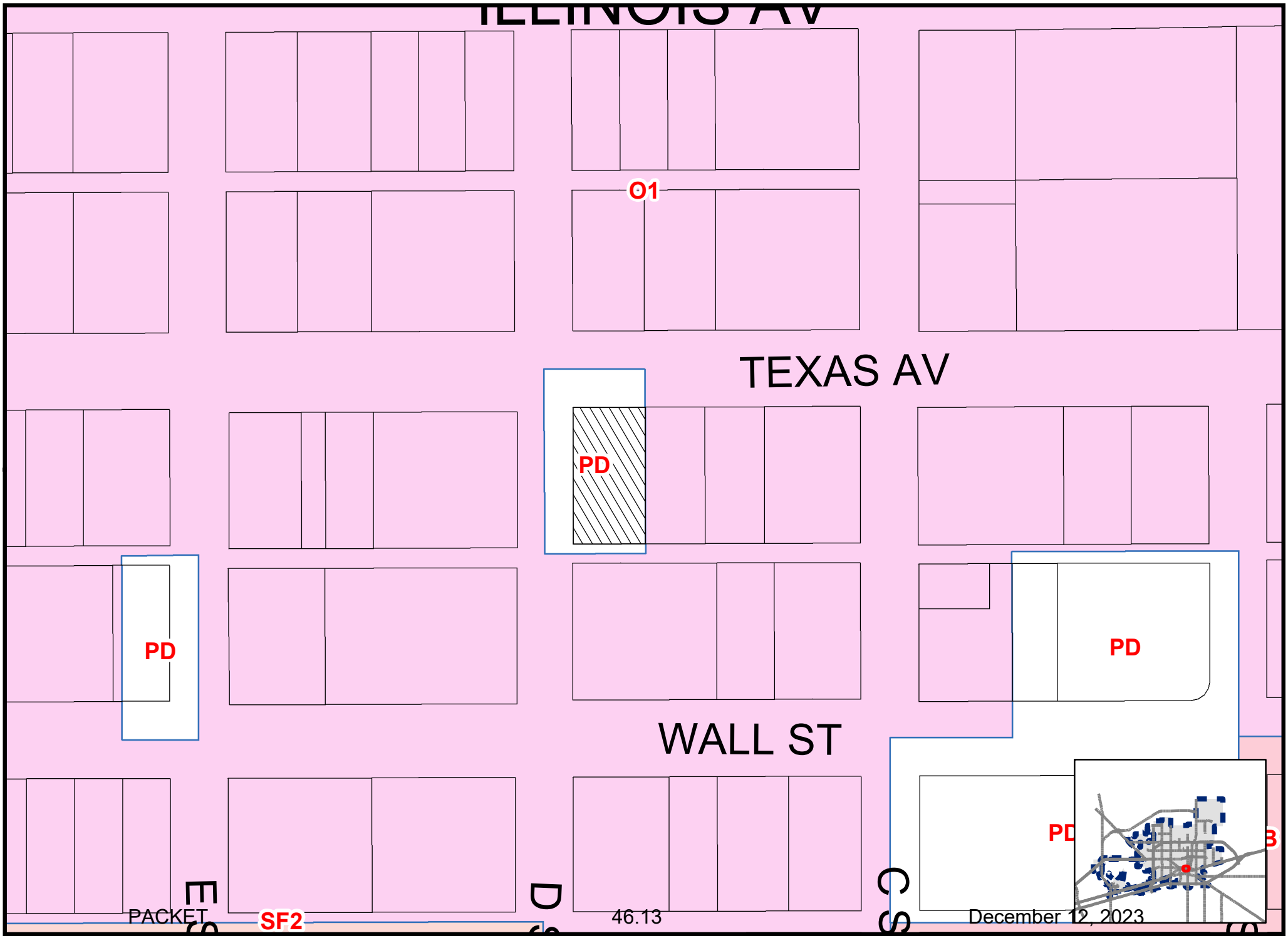
Generally located at the southeast corner of the interection of West Texas Avenue and North D Street. - (Council District 3)

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 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 EM, 2/14/2020

Z-23-0353

Scale: 1" = 125'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

pr

ORDINANCE NO. 7499

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 "O-1", OFFICE DISTRICT, TO BE USED AS A "PLANNED DISTRICT" FOR AN OFFICE CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; PROVIDING THAT THE PROPERTY SHALL BE IMPROVED ACCORDING TO THE SITE PLAN, ORDINANCES, AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of

The W/2 of Lot 5 and all of Lot 6, Block 12; West End Addition to the City of Midland, Midland County, Texas.

SECTION TWO. That the use and development of the property described in Section One hereof shall be subject to the use and development regulations of an "O-1", Office District, as it may be amended from time to time. In addition to the uses allowed in an "O-1", Office District, the property described in Section One, above, may be used for a two-chair salon and manicurist, subject to the following conditions:

A. The use and development of this tract will correspond in all respects to the site plan attached hereto as Exhibit "A" and made a part hereof for all legal purposes.

B. The maximum area of the space to be used for the salon is 450 square feet.

C. The maximum parking spaces provided to serve the combined residence and business is six (6) parking spaces.

D. The days and hours of operations shall not exceed 8:00 a.m. to 6:00 p.m. on Tuesday through Friday and from 8:00 a.m. to 2:00 p.m. on Saturday.

E. The existing landscaping shall be maintained in a healthy, growing condition.

F. The only business sign permitted shall be a monument sign which complies with Title XI, Chapter 6 of the Midland City Code.

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

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 19th day of December, A.D., 1995; and passed to second reading on motion of Council member Cuevas, seconded by Council member Webb, by the following vote:

Council members voting "AYE": Cuevas, Webb, Brown, Brooks, Schneider and Simpson

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

Council members voting "NAY": None

PASSED AND APPROVED THIS 9th day of January,
A.D., 1996.

Robt. E. Burns, Mayor

ATTEST:

Lyn Miller, Interim City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ORD\Z95047Jewett.PD

SURVEY PLAT FOR: John Collins

TO Permian Abstract Company FOR CAUSE NO. GF-52[illegible] ONLY:

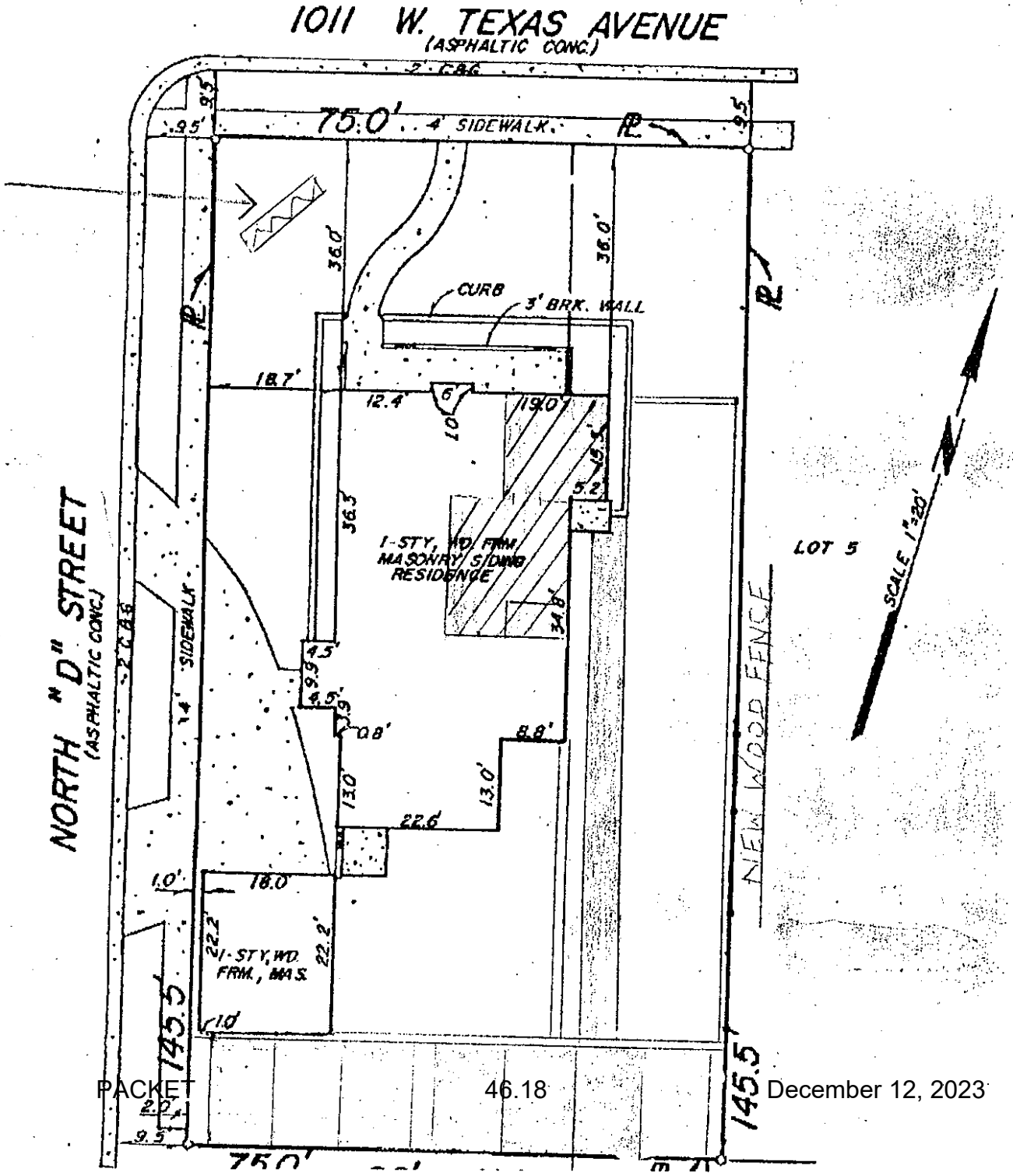
This is to certify that on this date, October 27, 1986, a careful and accurate survey was made under my direction and supervision on the ground of property located at: 1011 W. Texas Avenue, in the City of Midland, Texas, described as follows:

the West ½ of Lot 5 and all of Lot 6

Block No. 12, of West End Addition, an addition to the City of Midland, Midland County, Texas according to the plat recorded in Plat Cabinet "A", on Page 180 of the Plat Records of Midland County, Texas.

NOTE: With reference to the U.S.D.H.U.D. Federal Insurance Administration Flood Hazard Boundary Map for the City of Midland, Texas, page 1 of 5, dated November 28, 1978, this property is not located in a Special Flood Hazard Area Zone A. The above map may not include all Special Flood Hazard Areas and after a more detailed study, the Special Flood Hazard Areas may be modified and other areas added. Localized flooding may occur someday due to adjacent changes in drainage patterns. CENSUS TRACT #0010.00

L-861435






W Texas Ave




W Texas Ave

City Council Meeting

Item Number: 47

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 11, 12, AND 13, BLOCK 55, PERMIAN ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST ILLINOIS AVENUE AND NORTH MCDONALD STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The applicant, Maverick Engineering, is requesting a Zone Change from SF-2, Single Family Dwelling District, to O-1, Office District for the property located at 4001 West Illinois Avenue to allow for a Veterans Affairs Counseling Center.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Strategic Priority:

Strong Economy with More Quality Jobs

Current Zoning:

SF-2, Single Family Dwelling District.

Surrounding Zoning and Land Use:

The area to the north is zoned MF-16, Mutli-Family Dwelling District, and is an apartment complex. The properties to the east are zoned SF-2, Single Family Dwelling District, and are residences. The properties to the south are zoned SF-1, Single Family Dwelling District and the location of residences. The property to the west is zoned PD, Planned Development for a Housing District and is the location of a residence.

Analysis:

The property is currently zoned SF-2 Single-Family Dwelling District and is the location of a church. The applicant wants to change the zoning to O-1, Office District, to allow them to use the property for Veterans Affairs Counseling Center.

Counseling would fall under the use of Medical Clinic and while SF-2 does not allow medical clinics, the O-1 zoning district does. Changing this to O-1 would permit the desired use.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Oil and Gas: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

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 Special Study Area with Urban Low (U-L) surrounding the area. In accordance with the Tall City Tomorrow Comprehensive Plan, Office Districts are allowed in U-L designated areas.

The Planning and Zoning Commission recommended approval of this request at their meeting on November 20, 2023.

Therefore, staff recommends approval of this zone change from SF-2, Single Family Dwelling District, to O-1, Office District, subject to condition A.

Condition:

A. **That the use and development of this property shall conform to the regulations of the O-1, Office District.**

Letters of Objection:

As of December 6, 2023, Staff has received no letters of objection for this request.

Attachments:

Metes and Bounds (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 11, 12, AND 13, BLOCK 55, PERMIAN ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST ILLINOIS AVENUE AND NORTH MCDONALD STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 11, 12, and 13, Block 55, Permian Estates, City and County of Midland, Texas (the "Property") to O-1, Office District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-2, Single-Family Dwelling District to O-1, Office 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 0.70 ACRE TRACT OF LAND, BEING ALL OF LOTS 11, 12, AND 13, BLOCK 55, PERMIAN ESTATES, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS ACCORDING TO THE PLAT THEREOF FILED IN CABINET A, ON PAGE 63, PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS FOR REFERENCE ONLY AS FOLLOWS;

BEGINNING AT N.(y): 10691643.63, E.(x): 1740492.37, A ONE HALF INCH IRON ROD FOUND IN THE SOUTH LINE OF WEST ILLINOIS AVENUE FOR THE COMMON NORTH CORNER OF LOTS 10 AND 11, OF SAID BLOCK 55, AND FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°43'35"E., ALONG SAID WEST ILLINOIS AVENUE, 245.22 FEET (RECORD=245 FEET), TO A ONE HALF INCH IRON ROD WITH CAP MARKED "SCHUMANN ENGINEERING" (SCHUMANN) FOUND AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST ILLINOIS AVENUE AND NORTH MCDONALD STREET RIGHTS-OF-WAY, AND FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°11'38"E., ALONG THE WEST LINE OF SAID NORTH MCDONALD STREET, 124.54 FEET (RECORD=125 FEET), TO A "SCHUMANN" FOUND IN THE NORTH LINE OF A 20-FOOT-WIDE PUBLIC ALLEYWAY AND FOR THE SOUTHEAST CORNERE HEREOF;

THENCE S.75°44'00"W., ALONG THE NORTH LINE OF SAID 20-FOOT-WIDE PUBLIC ALLEYWAY, 244.90 FEET (RECORD=245 FEET), TO A "SCHUMANN" FOUND FOR THE SOUTH COMMON CORNER OF SAID LOTS 10 AND 11, SAME BLOCK, AND FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°20'18"W., ALONG THE LINE COMMON TO SAID LOTS 10 AND 11, 124.51 FEET (RECORD=125 FEET), TO THE **POINT OF BEGINNING,** CONTAINING 0.70 ACRES, OR 30517 SQUARE FEET OF LAND.

OCTOBER 9, 2023

Paladin R. Huckaba
www.maverick-eng.com
Texas RPLS - No. 7027
Maverick Engineering (FIRM – No. 10194514)



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: Redeemer Church of Midland		Phone ( ) Email	
Address 4001 W Illinois Ave	City Midland	State TX	Zip 79703

Property Owner Printed Name: See Applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba/Andrew Mellen		Phone (432) 262-0999 Email phuckaba@maverick-eng.com amellen@maverick-eng.com	
Address 1909 W Wall St STe K	City Midland	State TX	Zip 79701

Street Address: 4001 W Illinois Ave

Legal Description
Lot: 11, 12, 13 Block: 55 Subdivision: Permian Estates

Current Zoning: ~~MF16~~ SF 2

Proposed Zone: O1
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Change to O1 in order to put in a Veteran Affairs Counseling Program

Present Use of Property: Church Operations

Proposed Use of Property: Veteran Affairs Counseling Center

How would this zone change affect the public health, safety and welfare? No Affects to the public health, safety or welfare

Describe how conditions affecting the property have changed since present zoning designation: No change

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: 10-10-2023
Applicant (printed): JASON HATCH	
Property Owner (signature): see applicant	Date: 10-12-2023
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Redeemer Church of Midland, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 19th day of October, 2023, to certify which witness my hand and seal of office.

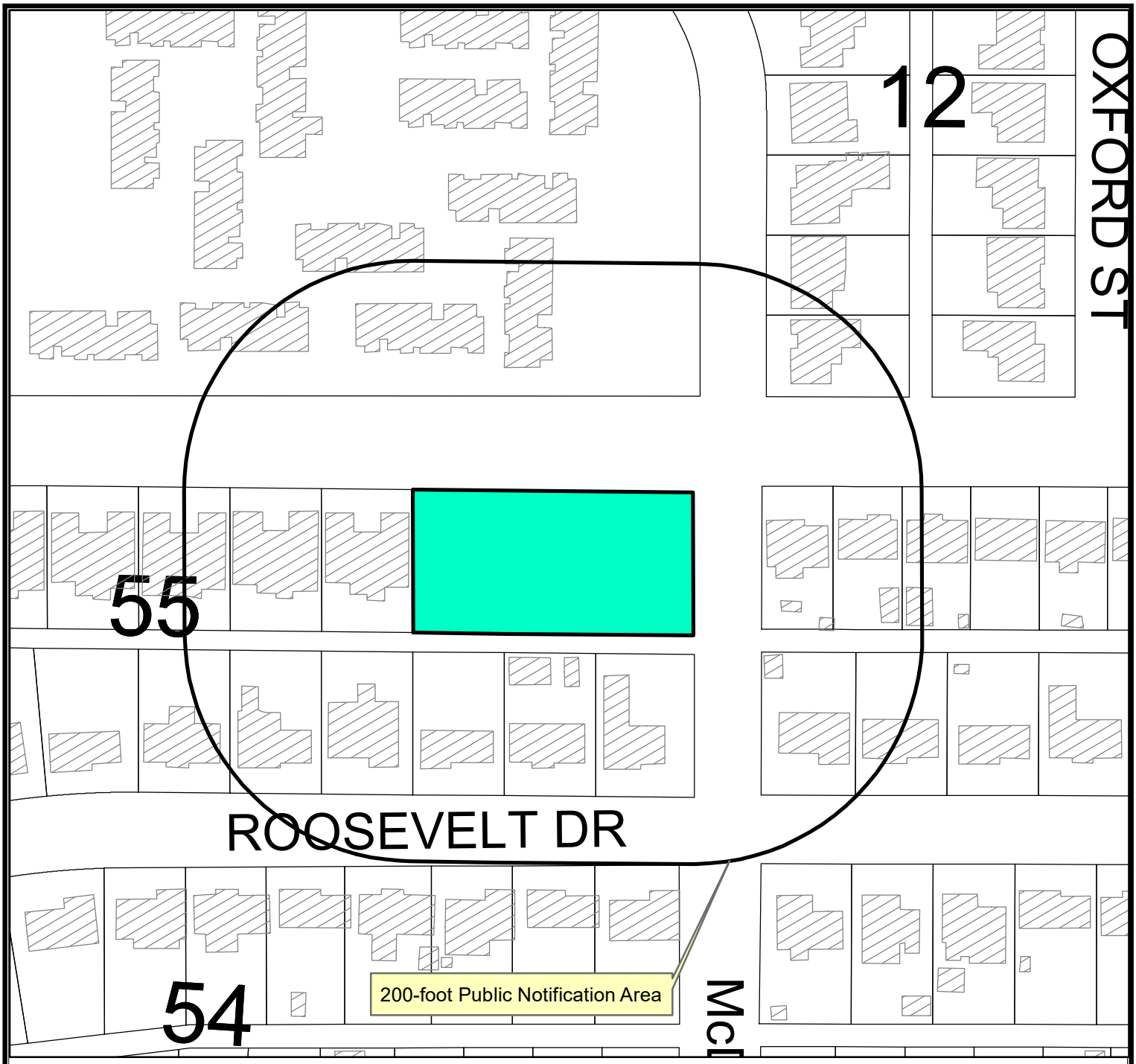
Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 4516	
Received By:	Date: OCT 23 2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

Z-23-0352 **Scale: 1" = 125'**

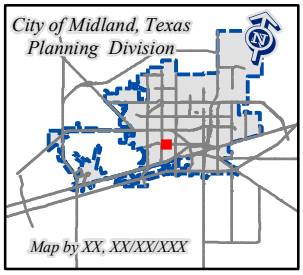
Lots 11 through 13, Block 55, Permian Estates, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of West Illinois Avenue and North McDonald Street. (Council District 4)

PACKET 47.11

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

December 12, 2023

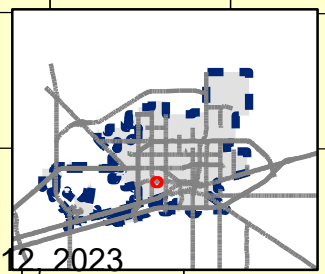
MF16

SF2

PD

SF1

ROOSEVELT DR



PACKET 47.12 December 12, 2023

Map By ES, 7/8/2021

Z-23-0352

Scale: 1" = 85'

ZONING MAP

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AVALON
SPRINGS


W Illinois Ave




W Illinois Ave
35

City Council Meeting

Item Number: **50**

Meeting Date: **December 12, 2023**

To: **City Council / City Manager**

From: **Gabe McClelland, Director**

Subject: **AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 13, "MUNICIPAL DRAINAGE UTILITY" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO (1) EXEMPT OPEN-ENROLLMENT CHARTER SCHOOLS FROM DRAINAGE CHARGES AND (2) REMOVE THE EXPIRATION DATE OF DRAINAGE CHARGES; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Consider an ordinance amending Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility" of the City Code of Midland, Texas, so as to (1) Exempt open enrollment charter schools from drainage charges and (2) remove the expiration date of drainage charges; providing for criminal enforcement and a maximum penalty of fine of five hundred dollars ($500.00); containing a cumulative clause; containing a savings and severability clause; and ordering publication.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

The Storm Water Utility Fee was established in 2018. The first part of this proposed amendment includes exempting open-enrollment charter schools in accordance with State Law.

The second part of this proposed amendment includes removing the expiration date of drainage charges. The 2018 Ordinance included a 10-year sunset, so the fee is scheduled to expire in October 2028.

In September 2023 Engineering staff provided a presentation detailing the City of Midland's Drainage Improvement Plan. The presentation included a brief history of the Stormwater Utility Fee, accomplishments as a result of using the fees for drainage projects, goals, and a plan showing annual expenditures for drainage projects. The estimated average annual expenditures is approximately $5,511,120.00.

Therefore, Engineering staff recommends approving an ordinance amending Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility" of the City Code of Midland, Texas, so as to (1) Exempt open enrollment charter schools from drainage charges and (2) remove the expiration date of drainage charges.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 13, "MUNICIPAL DRAINAGE UTILITY" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO (1) EXEMPT OPEN-ENROLLMENT CHARTER SCHOOLS FROM DRAINAGE CHARGES AND (2) REMOVE THE EXPIRATION DATE OF DRAINAGE CHARGES; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, the City Council passed Ordinance No. 9752, adopting Chapter 552, Subchapter C, Local Government Code and declaring the drainage of the City of Midland to be a public utility; and

WHEREAS, the City Council passed Ordinance No. 9753, establishing rules related to the drainage utility system, including rules pertaining to use, operation and financing; and

WHEREAS, Section 552.053 of the Local Government Code allows the City to exempt open-enrollment charter schools from drainage charges, and the City Council finds it to be in the public interest to so exempt open-enrollment charter schools; and

WHEREAS, Ordinance No. 9753 provides that drainage charges will expire on September 30, 2028; and

WHEREAS, Section 552.047(d) of the Local Government Code provides that, for purposes of a drainage system that has been declared to be a public utility, "Unless a person's lot or tract is exempted under [Subchapter C], the person may not use the drainage system for the lot or tract unless the person pays the full, established, drainage charge," and so the City Council finds it to be in the public interest to remove the expiration date of drainage charges; and

WHEREAS, the City Council finds that Ordinance No. 9753, as amended by this ordinance:

(A) establishes a schedule of drainage charges against all real property in the service area subject to charges under Subchapter C;

(B) provides for drainage for all real property in the service area on payment of drainage charges, except real property exempted under Subchapter C; and

(C) provides for drainage service on nondiscriminatory, reasonable, and equitable terms; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will be best served by this ordinance; and

WHEREAS, the City Council finds that notices were published in a newspaper of general circulation in the City of Midland stating the time and place of a public hearing to consider this ordinance in accordance with Section 552.045 of the Texas Local Government Code; and

WHEREAS, the City Council finds that a public hearing to consider this ordinance was held during the regular meeting of the City Council at 10:00 a.m. on December 12, 2023, in the Council Chamber at City Hall, 300 North Loraine Street, Midland, Texas 79701;

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

SECTION ONE. That Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility", Section 2, "Establishment of Drainage Utility; Service Area; exemptions; dedication of assets" of the Midland City Code shall be amended to read in its entirety as follows:

11-13-2. Establishment of Drainage Utility; Service Area; exemptions; dedication of assets.

(A) The provisions of Texas Local Government Code, Chapter 552, Subchapter C are hereby adopted to create a Drainage Utility for the City of Midland. Accordingly, Drainage of the City of Midland is hereby declared to be a public utility.

(B) The Service Area for the Drainage Utility shall include all real property within the city limits of the City of Midland as now existing and all which may be annexed hereafter.

(C) Pursuant to Texas Local Government Code Sections 552.053 and 580.003, the following property and entities shall be exempt from the provisions of this Chapter:

(1) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;

(2) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance;

(3) A subdivided lot, until a structure has been built on the lot and a Certificate of Occupancy has been issued by the City;

(4) Property owned by a religious organization that is exempt from taxation pursuant to Texas Tax Code Section 11.20;

(5) The State of Texas;

(6) A county;

(7) A municipality;

(8) School districts and open-enrollment charter schools;

(9) A state agency; and

(10) A public or private institution of higher education.

(D) The City incorporates into the Drainage Utility all existing property, facilities, materials, and supplies constituting the City's Drainage System on the effective date of this Article. All future acquisitions by the City of real or personal property used in the City's Drainage System shall be maintained as part of the Drainage Utility.

SECTION TWO. That Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility", Section 13, "Drainage Charge" of the Midland City Code shall be amended to read in its entirety as follows:

11-13-13. Drainage Charge.

(A) A Drainage Charge is hereby imposed upon each Benefitted Property within the Service Area. The first Drainage Charge shall be billed after October 1, 2018. Like Drainage Charges shall be billed on a monthly basis thereafter for the duration of the Drainage Utility.

(B) For purposes of imposing the Drainage Charge, a Benefitted Property is classified as either a Residential Property or a Commercial Property.

(C) A Residential Property shall be assigned an ERU value for the purpose of establishing the monthly Drainage Charge as follows:

(1) A Tier 1 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, less than or equal to 1,399 square feet and is assigned a value of 0.60 ERU.

(2) A Tier 2 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, greater than 1,399 square feet and not greater than 2,424 square feet and is assigned a value of 1.00 ERU.

(3) A Tier 3 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, greater than 2,424 square feet and is assigned a value of 1.70 ERU.

(D) A Commercial Property shall be assigned an ERU value for the purpose of establishing the monthly Drainage Charge as follows:

(1) A Tier 1 Commercial Property has an Impervious Area less than or equal to 8,339 square feet and is assigned a value of 2.90 ERU.

(2) A Tier 2 Commercial Property has an Impervious Area greater than 8,339 square feet and not greater than 18,702 square feet and is assigned a value of 6.50 ERU.

(3) A Tier 3 Commercial Property has an Impervious Area greater than 18,702 square feet and not greater than 47,853 square feet and is assigned a value of 15.00 ERU.

(4) A Tier 4 Commercial Property has an Impervious Area greater than 47,853 square feet and not greater than 92,740 square feet and is assigned a value of 34.20 ERU.

(5) A Tier 5 Commercial Property has an Impervious Area greater than 92,740 square feet and not greater than 261,475 square feet and is assigned a value of 77.00 ERU.

(6) A Tier 6 Commercial Property has an Impervious Area greater than 261,475 square feet and is assigned a value of 110.00 ERU.

(E) A monthly billing rate of **$2.00** is hereby established.

(F) The monthly Drainage Charge for a Benefitted Property shall be calculated by multiplying the Benefitted Property's ERU value by the monthly billing rate.

(G) The Engineering Services Director shall be responsible for determining the Impervious Area of each Benefitted Property based on reliable data including,

but not limited to, MCAD data, GIS Database data, aerial photography, information received by the City through the building permit process, or other reliable means for determining Impervious Area. The Engineering Services Director may request additional information from the property owner, tenant, manager or developer to make the determination. The Engineering Services Director may revise the amount of a Drainage Charge based on a change to the Impervious Area.

(H) No Drainage Charge credit shall be given for the installation of drainage facilities required by the Municipal Code or state law.

SECTION THREE. That the provisions of any ordinance which are 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. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. That the 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 five hundred dollars ($500.00) pursuant to State law. The definition of all offenses under this ordinance does not require a culpable mental state. The definition of all offenses under this ordinance plainly dispenses with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared, that for all offenses under this ordinance, that the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION SIX. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Assistant City Manager

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 49

Meeting Date: December 12, 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 LOT 4, BLOCK 12, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF BRYANT STREET APPROXIMATELY 125 FEET NORTH OF HART 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Raul Carrasco Jr., is requesting a Zone Change from O-1, Office District, to SF-3, Single-Family Dwelling District for a carport addition to the existing home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Discussion:

The properties to the north and south are zoned O-1, Office District, and the location of single-family residences. The properties to the east are zoned LR, Local Retail District and RR, Regional Retail District, and the location of commercial uses. The properties to the west are zoned SF-3, Single-Family Dwelling District, and the location of single-family residences and vacant land.

Analysis:

The property is located at 1805 Bryant Street and developed as a single-family residence. The property owner plans to add a carport on site.

The previous zoning ordinance allowed single-family homes to be constructed in commercial zoning districts. As of July 1, 2019, the updated zoning ordinance does not allow the use of single-family homes within O-1, Office District. Based on the current use of the property and adjacent residential uses in this neighborhood, the zone change to SF-3, Single-Family Dwelling District is compatible with the existing land uses.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments

Building: (Approved)

No Oil and Gas issues.

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: (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.

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 property is located within a residential neighborhood with adjacent properties to the north, south, and west also containing single-family homes.

This request compiles with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision, which designates the property Urban Residential-Medium (UR-M), which calls for a mix of housing types, including single-family detached, single-family attached, and townhouse uses. The UR-M designation also supports Single-Family Dwelling District zoning which is consistent with the SF-2 zoning immediately adjacent to the west.

Staff recommends approval of this zone change from O-1, Office District to SF-3, Single-Family Dwelling District, subject to condition A.

Condition:

A. That use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.

Letters of Objection:

As of December 6, 2023, staff has received no letters of objection for this request.

Attachments:

Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 12, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF BRYANT STREET APPROXIMATELY 125 FEET NORTH OF HART AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 4, Block 12, Cowden Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-1, Office District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, 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-23-0346

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 238-0531	
Printed Name: Raul Carrasco Jr		Email raulcarrascosr@gmail.com	
Address 1805 Bryant St	City Midland	State Tx	Zip 79701

Property Owner		Phone (432) 238-0531	
Printed Name: Raul Carrasco Jr		Email	
Address 1805 Bryant St	City Midland	State Tx	Zip 79701

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm: _____		Email	
Printed Name:			
Address	City	State	Zip

Street Address: 1805 Bryant St Midland, Tx 79701

Legal Description
Lot: 004 Block: 012 Subdivision:

Current Zoning: 01, Office District

Proposed Zone: SF2 - Single-Family Dwelling District
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Car Port Addition to Home
Current zone doesn't allow for Permits to be issued.

Present Use of Property: Single-Family Dwelling

Proposed Use of Property: Single-Family Dwelling

How would this zone change affect the public health, safety and welfare?
It would not affect any of the above.

Describe how conditions affecting the property have changed since present zoning designation: Present and Current zoning is incorrect. This property has always been a single-Family Dwelling.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
SEP 05 2023

BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 09-05-23
Applicant (printed): Raul Carrasco Jr	
Property Owner (signature):	Date: 09-05-23
Property Owner (printed): Raul Carrasco Jr	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

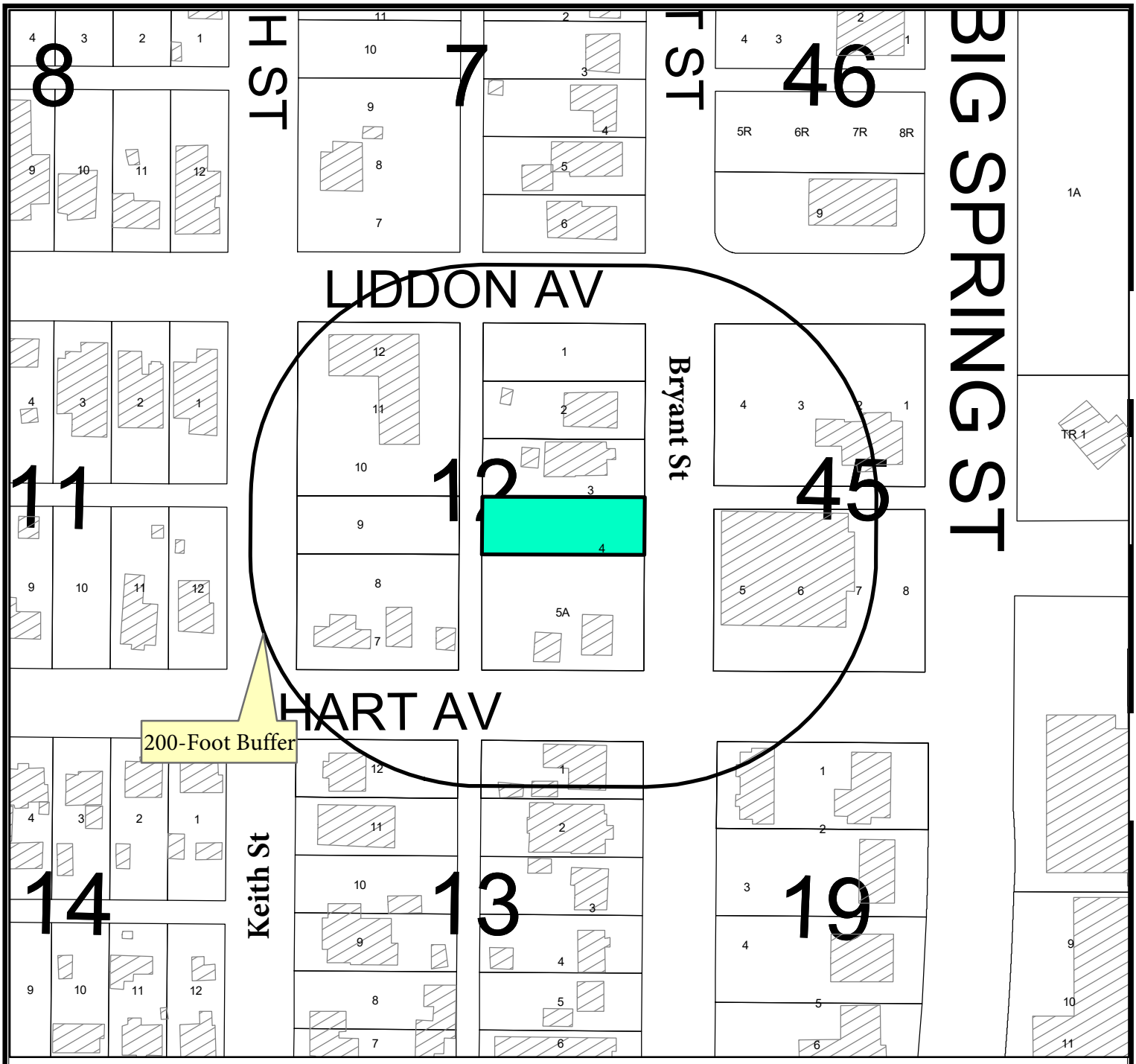
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 43	
Received By: LO	Date: RECEIVED SEP 05 2023
	BY: LO

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

Z-23-0346 **Scale: 1" = 1,480'**

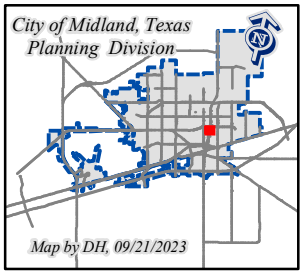
A request by Raul Carrasco Jr. for a zone change from, O-1, Office District, to SF-3, Single-Family Dwelling District on Lot 4, Block 12, Cowden Addition, City and County of Midland, Texas.

Generally located on the west side of Bryant Street approximately 125-feet north of Hart Avenue (Council District 3)

PACKET 49.9

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



December 12, 2023

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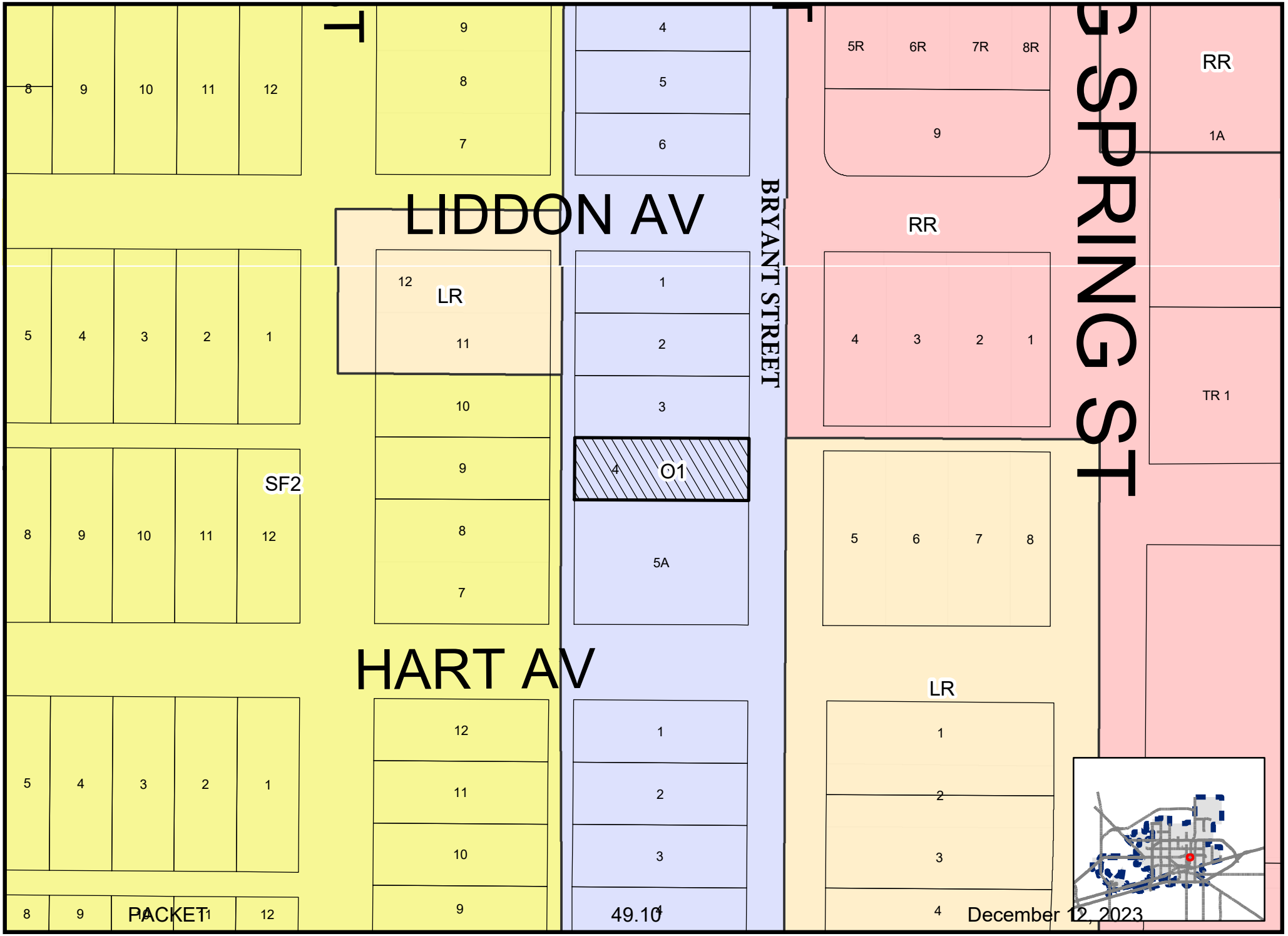
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH, 10/12/2023

Z-23-0346

Scale: 1" = 1,158'

ZONING MAP

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MALIBU
EXPRESS







City Council Meeting

Item Number: 50

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Daniel Humbert, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,115-SQUARE FOOT PORTION OF LOT 4A, BLOCK 1, NORTH PARK ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

Hold a public hearing and consider an ordinance on a request by Shufeng Lin for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant located at 4706 N Midkiff Rd Ste 15 – 16.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Strong Economy with More Quality Jobs

Discussion:

The property to the north and east is zoned RR, Regional Retail District and is the location of a mall. To the south, across W. Loop 250 North, is zoned PD, Planned District for a Shopping Center and is the location of a shopping center. The property to the west is zoned RR, Regional Retail District and is the location of a fast food restaurant and gas station.

Analysis:

The applicant is requesting a Specific Use Designation for a restaurant located at 4706 N Midkiff Rd Ste 15 - 16, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property's zoning of RR, Regional Retail District, permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The floor plan attached hereto as "Exhibit A" illustrates that the establishment will have a total square footage of 4,115 square feet, with an alcohol serviceable area of 2,783 square feet. The site will have adequate parking, access, and internal circulation.

The restaurant has the following hours of operation:

Monday through Thursday from 11 a.m. to 9:30 p.m.
Friday and Saturday from 11 a.m. to 10 p.m.
Sunday from 12 p.m. to 9 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Thursday from 11 a.m. to 9:30 p.m.
Friday and Saturday from 11 a.m. to 10 p.m.
Sunday from 12 p.m. to 9 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Sumo Sushi is acceptable. The property must adhere to the maximum occupant load of 185 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." Sumo Sushi Hibachi is an establishment that will provide Midland residents with a unique social gathering experience.

The Planning and Zoning Commission recommended approval of this request at their meeting on November 20, 2023.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. **That the serviceable area of the restaurant shall be limited to approximately 2,783 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

    Monday through Thursday from 11 a.m. to 9:30 p.m.
    Friday and Saturday from 11 a.m. to 10 p.m.
    Sunday from 12 p.m. to 9 p.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

Staff has not received any letters of objection as of December 6, 2023

Attachments:

Floor Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,115-SQUARE FOOT PORTION OF LOT 4A, BLOCK 1, NORTH PARK ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 4,115-square foot portion of Lot 4A, Block 1, North Park Addition, Section 5, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,783 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 9:30 p.m.;
Friday and Saturday from 11:00 a.m. to 10:00 p.m.; and
Sunday from 12:00 p.m. (noon) to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

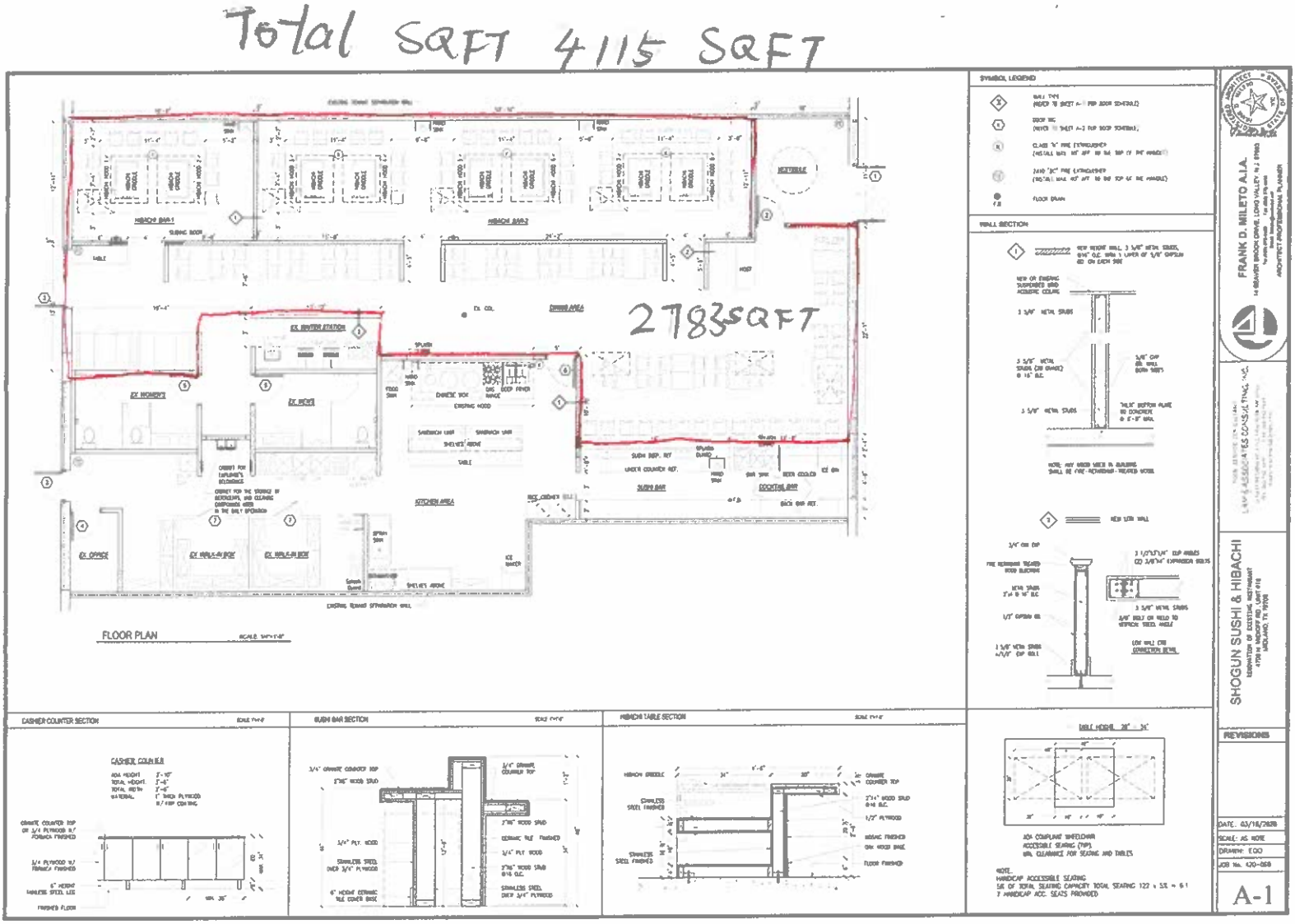
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"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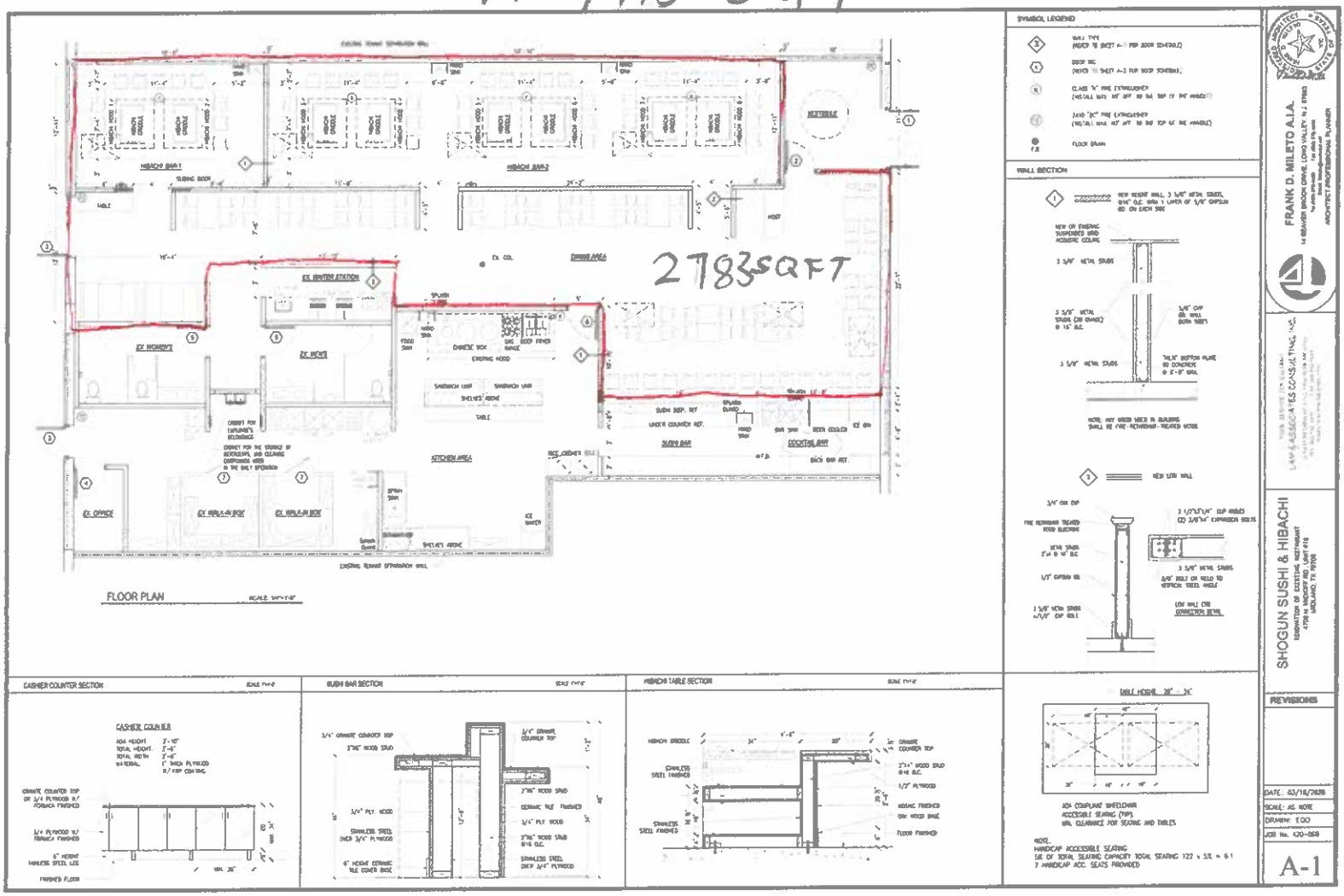
2783SQFT
FLOOR PLAN
SYMBOL LEGEND
WALL SECTION
CASHIER COUNTER SECTION
SUSHI BAR SECTION
HIBACHI TABLE SECTION
WALL HOOD
SHOGUN SUSHI & HIBACHI
REVISIONS
DATE: 03/16/2023
SCALE: AS NOTE
DRAWN: EGO
JOB No. 420-058
A-1

Total SQFT 4115 SQFT



MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: SHUFENG LIN		Phone (520) 280 9180 Email arizona9180@gmail.com	
Address 3203 Southridge Ct	City Midland	State TX	Zip 79705

Property Owner Printed Name: Pilchers North Park Limited Partnership Contact: KR Vineyard		Phone (214) 520-2800x 103 Email kr@pilchers.com	
Address 7001 Preston Road, Suite 200/LB18	City Dallas	State TX	Zip 75205

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4706 N Midkiff Rd Ste 15-16 Midland , TX 79705

Business Name: Sumo Sushi Hibachi

Legal Description
Lot: 3A Block: Subdivision: North park 5 TH

Current Zoning: RR

Reason for Request: Alcoholic Permits

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: Mon-Thur 11: 00 Am -9:30 Pm
Fri-Sat 11:00 Am -10: 00 Pm Sunday 12: 00 Am-9;00 PM

Proposed Days and Hours of Alcohol Service: Same as abobe

Total Square Footage of Business: 4115 (+-) SQ FT

Square Footage of Alcohol Serviceable Area: ~~90~~ sq ft 2783 SQ FT

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 2
Women	**Toilets:** 2	**Bathroom Sinks:** 2

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 2073	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

RECEIVED
OCT 23 2023

Application will not be considered for scheduling until reviewed by a planner.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 10/18/2023
Applicant (printed): SHUFENG LIN	
Property Owner (signature):	Date: 10/18/2023
Property Owner (printed) : KR Vineyard for Pilchers North Park Limited Partnership	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Shufeng Lin who, being by me duly sworn, upon oath says: That (s)he is authorized by KR Vineyard, 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 18 day of October, 2023 to certify which witness my hand and seal of office.

KATY KUYKENDALL
My Notary ID # 128737009
Expires July 26, 2027

Kuykendall

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

October 23, 2023

City of Midland
Midland Development Services
300 N Loraine
Midland, TX 79701

RE: North Park Shopping Center – Sumo Sushi Hibachi

To Whom It May Concern:

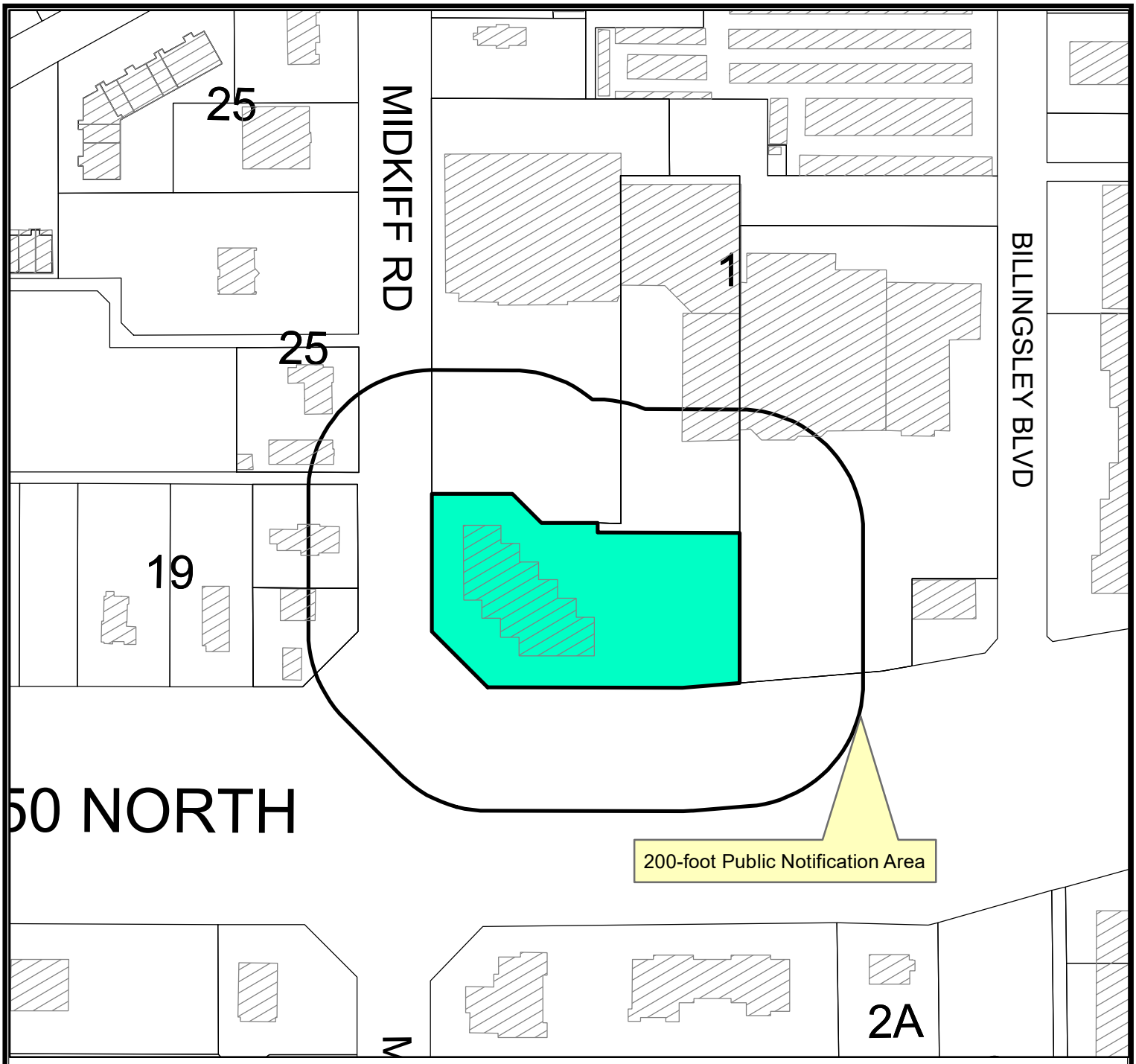
The Pilchers Group

My name is Kenneth (KR) Vineyard, Jr., I am the ownership representation for the North Park Shopping Center. Therefore, I have full legal authority to sign the Specific Use Designation with Term for the Sale of Alcoholic Beverage for On-Premises Consumption form.

If you have any further questions, please do not hesitate to contact me.

Thank you!

Kenneth (KR) Vineyard, Jr.
(214) 520-2800 x103
kr@pilchers.com



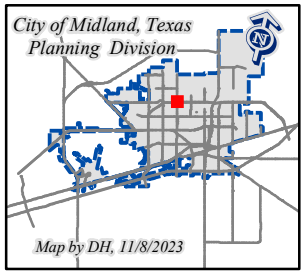
LOCATION MAP

SUD-23-0169 **Scale: 1" = 231'**

Consider a request by Shufeng Lin for a Specific Use Designation with Term for the sale of all alcohol beverages for on-premises consumption on a 4,115 square foot portion of Lot 4A, Block 1, North Park Addition, Section 5, City and County of Midland, Texas.
Generally located on the northeast corner of the intersection of North Midkiff Road and W. Loop 250 North. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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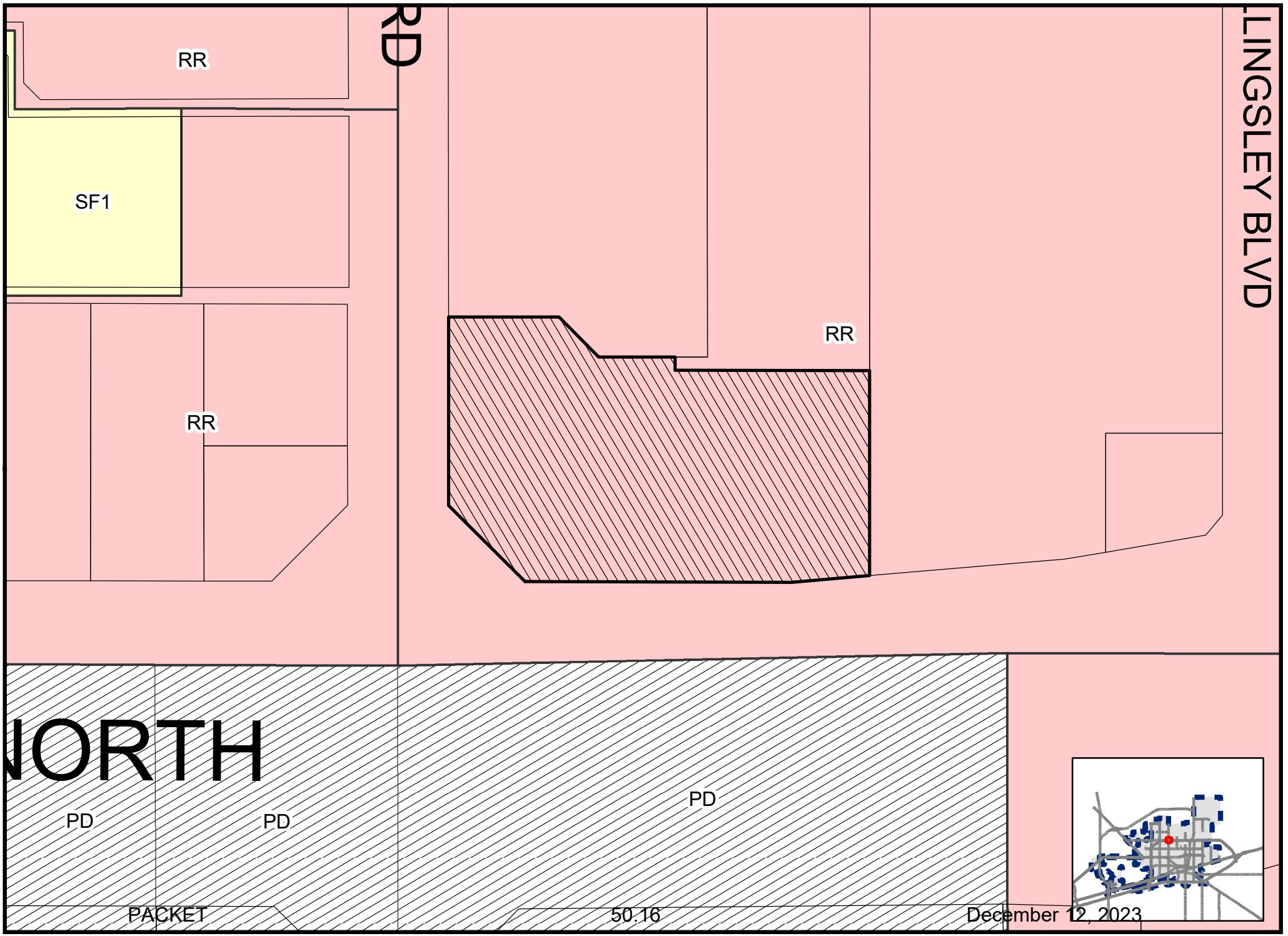
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

December 12, 2023



Map By DH, 11/14/2023

SUD-23-0169

Scale: 1" = 142'

ZONING MAP

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BURGER KING


SUMO
NAILS




DK
ALON

City Council Meeting

Item Number: 51

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Daniel Humbert, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.138-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 97, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN EAST KENTUCKY AVENUE AND EAST INDIANA AVENUE, APPROXIMATELY 188 FEET EAST OF SOUTH MAIN STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $7,514.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Josh Wallender, is requesting to vacate a 0.138-acre portion of alley right-of-way, located in Block 97, Original Town Addition, City and County of Midland, Texas in order to combine two lots into one for a more useable location.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is a total value of $7,514.00

Discussion:

The applicant is seeking to vacate a 0.138-acre (5,999 square feet) portion of alley right-of-way, located in Block 97, Original Town Addition, to combine two lots into one for a more useable location.

The Midland Central Appraisal District's appraisal of this land is $7,514.00, using the formula of

5,999 SF x $1.25.

The property owner will replat Lots 1 through 24, Block 97, Original Town Addition and the 0.138-acre alley vacation into one (1) lot.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Building Code: (Approved)

No Objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No comments.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

Legal description should mention that the vacation is in Block 97 of Original Town. Legal description should also say that the vacation is in the city as well. (can say the acreage or that the vacation is a 20' alley)

AT&T: (Approved)

We do have cable and pedestals where I marked in the alley starting at East Kentucky Ave right behind the southwest corner of the Salvation Army building.

Atmos: (Approved)

Atmos Energy has no objection to the proposed vacation of the alley located between South Main, Baird Street, and North of Kentucky as referenced above. We currently have no gas lines or facilities located within this section of right of way.

Astound: (Approved)

After looking at our maps and google earth it does not show that we have services in between the buildings.

Oncor: (Approved)

Oncor has an overhead main line that is this alley. Oncor would either need to relocate the line at the city's expense or would need to secure an easement in the alley.

Altice USA: (Approved)

Optimum does not have any plant in the alley in question, our plant is on the west poles off of, South Baird St. We, Optimum, have no issue with this alley vacate request.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of this vacation, subject to conditions A through C.

Conditions:

A. **That the value of the property shall be $7,514.00.**

B. **That an accessible nonexclusive utility easement is retained.**

C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of December 6, 2023, staff has not received any letters of objection to this request.

Attachments:

Metes & Bounds (Exhibit A)
Vacation Survey (Exhibit B)
Application
Maps
Responses from Franchise Utility Companies



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.138-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 97, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN EAST KENTUCKY AVENUE AND EAST INDIANA AVENUE, APPROXIMATELY 188 FEET EAST OF SOUTH MAIN STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $7,514.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.138-acre portion of alley right-of-way located in Block 97, Original Town Addition, City and County of Midland, Texas, as described in Exhibits "A" and "B" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Assistant City Manager has appraised the value of the City's property interest in the Property at $7,514.00, as shown in Exhibit "C" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement

which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $7,514.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Parkhill

EXHIBIT "A"

ALLEY VACATION
A 0.138-ACRE TRACT IN
SECTION 35, BLOCK 39, T-1-S
T.&P. RR. CO. SURVEY, ABSTRACT NO. 46
MIDLAND COUNTY, TEXAS

A 0.138-acre tract in Section 35, Block 39, T-1-S, T.&P. RR. Co. Survey, Abstract No. 46, Midland County, Texas, being all of that certain 20-foot wide alley, Block 97, Original Town of Midland, an addition to the City of Midland, Midland County, Texas recorded in Volume 3, Page 232 of the Deed Records of Midland County, Texas; said 0.138-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill In December 2022:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked “Maverick” found at the intersection of the north line of East Kentucky Avenue and the east line of said 20-foot wide alley, and the southwest corner of Lot 6 of said Block 97, for the southeast corner hereof, said beginning point having coordinates of NORTHING: 10,693,395.03 and Easting: 1,757,034.58, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which an “X” cut on concrete found at the intersection of the north line of said East Kentucky Avenue and the west line of South Baird Street, and the southeast corner of said Block 97 bears *North 89 degrees 33 minutes 06 seconds East* a distance of 139.99 feet;

THENCE *South 89 degrees 33 minutes 06 seconds West* a distance of 20.00 feet to a point at the intersection of the north line of said East Kentucky Avenue and the west line of said 20-foot wide alley, and the southeast corner of Lot 7 of said Block 97, for the southwest corner hereof, and from which an “X” cut on concrete found at the intersection of the north line of said East Kentucky Avenue and the east line of South Main Street, and the southwest corner of said Block 97 bears *South 89 degrees 33 minutes 06 seconds West* a distance of 139.99 feet;

THENCE *North 00 degrees 32 minutes 11 seconds West* a distance of 299.97 feet along the east line of Lots 7, 8, 9, 10, 11, and 12 of said Block 97 and the west line of said 20-foot wide alley to a point at the intersection of the west line of said 20-foot wide alley and the south line of said East Indiana Avenue, and the northeast corner of said Lot 12, for the northwest corner hereof, and from which an "X" cut on concrete found in the east line of said South Main Street bears *South 68 degrees 25 minutes 27 seconds West* a distance of 149.99 feet and a point on the centerline of an existing railroad bears *South 89 degrees 33 minutes 06 seconds West* a distance of 46.70 feet and *North 30 degrees 17 minutes 07 seconds West* a distance of 134.99 feet, said centerline of existing railroad has a bearing of *South 59 degrees 42 minutes 53 seconds West*;

THENCE *North 89 degrees 33 minutes 06 seconds East* a distance of 20.00 feet to a point at the intersection of the south line of said East Indiana Avenue and the east line of said 20-foot wide alley, and the northwest corner of Lot 1 of said Block 97, for the northeast corner hereof, and from which the northeast corner of said Block 97 bears *North 89 degrees 33 minutes 06 seconds East* a distance of 139.99 feet;

THENCE *South 00 degrees 32 minutes 11 seconds East* a distance of 299.97 feet along the east line of said 20-foot wide alley and the west line of Lots 1, 2, 3, 4, 5, and 6 of said Block 97 to the POINT OF BEGINNING containing 0.138 acres, more or less, and as shown on certified plat herewith.

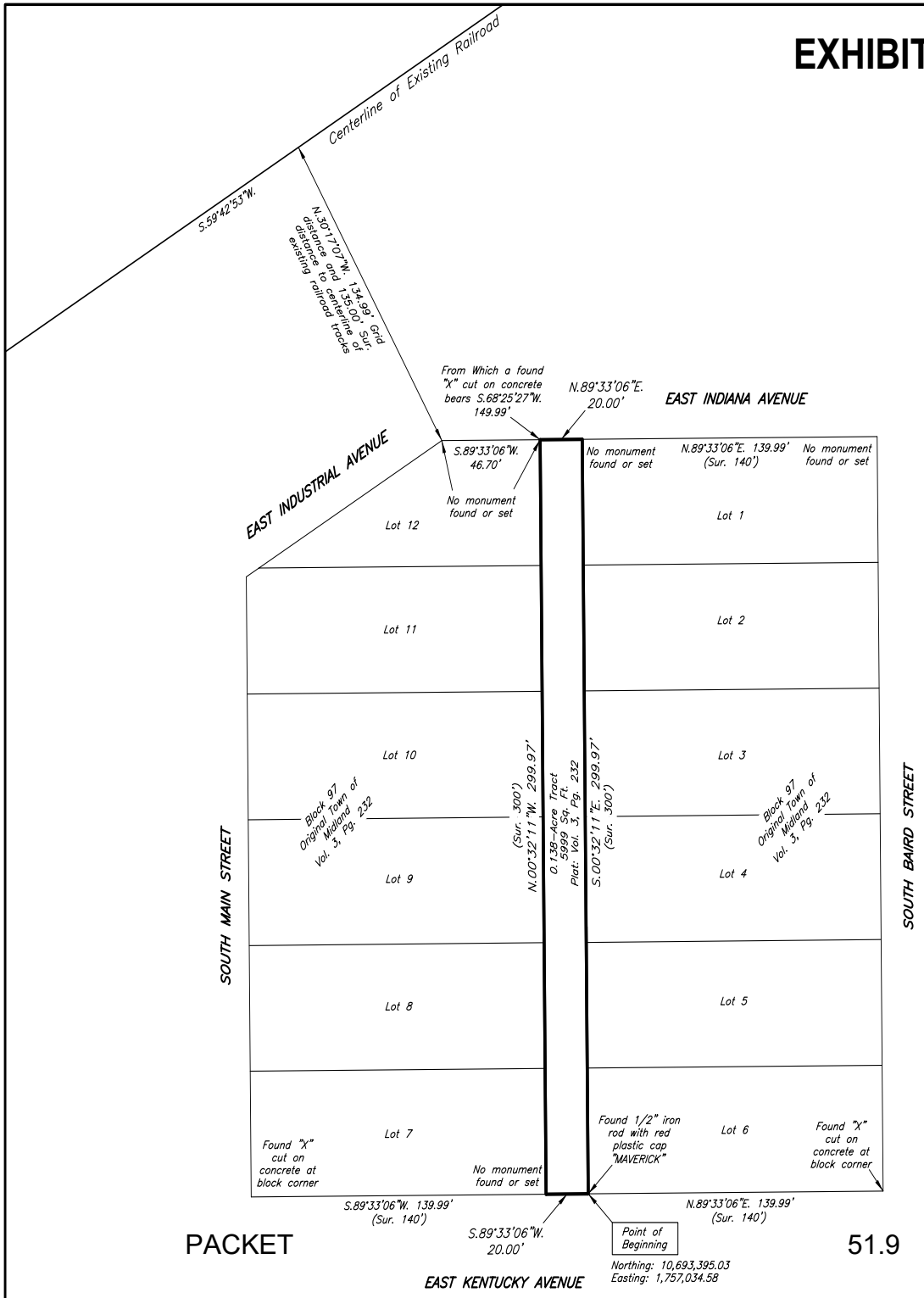
Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: November 10, 2023



EXHIBIT "B"



ALLEY VACATION

A 0.138-ACRE TRACT IN SECTION 35, BLOCK 39, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 46 MIDLAND COUNTY, TEXAS

PLAT: VOLUME 3, PAGE 232, DEED RECORDS, MIDLAND COUNTY, TEXAS.

NORTH

0' 50' 100'

SCALE: 1" = 50'

SURVEYOR'S REPORT:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.
2. DISTANCES REPORTED HEREON ARE AT GRID.
3. AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
5. THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.
6. THIS SURVEY IS INTENDED FOR ALLEY CLOSURE/VACATION.
7. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

LEGEND:

Sur. = SURFACE DISTANCE
() = RECORD BEARING AND DISTANCE

= TRACT LIMITS BOUNDARY LINE

= TRACT ADJOINER LINES

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON 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: ENDING ON DECEMBER 21, 2022.
SIGNED: NOVEMBER 10, 2023.

FRANKLIN LEAMONS
R.P.L.S. 6889

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

MIDLAND
Feel the Energy!

Office of the City Manager

December 1, 2023

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.138-acre portion of alley right-of-way located in Block 97, Original Town Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $7,514.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Jose Ortiz
Assistant City Manager

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

Parkhill

ALLEY VACATION
A 0.138-ACRE TRACT IN SECTION 35, BLOCK 39, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 46 CITY AND COUNTY OF MIDLAND, TEXAS

A 0.138-acre tract in Section 35, Block 39, T-1-S, T.&P. RR. Co. Survey, Abstract No. 46, Midland County, Texas, being all of that certain 20-foot wide alley, Block 97, Original Town of Midland, an addition to the City of Midland, Midland County, Texas recorded in Volume 3, Page 232 of the Deed Records of Midland County, Texas; said 0.138-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill In December 2022:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked “Maverick” found at the intersection of the north line of East Kentucky Avenue and the east line of said 20-foot wide alley, and the southwest corner of Lot 6 of said Block 97, for the southeast corner hereof, said beginning point having coordinates of NORTHING: 10,693,395.03 and Easting: 1,757,034.58, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which an “X” cut on concrete found at the intersection of the north line of said East Kentucky Avenue and the west line of South Baird Street, and the southeast corner of said Block 97 bears *North 89 degrees 33 minutes 06 seconds East* a distance of 139.99 feet;

THENCE *South 89 degrees 33 minutes 06 seconds West* a distance of 20.00 feet to a point at the intersection of the north line of said East Kentucky Avenue and the west line of said 20-foot wide alley, and the southeast corner of Lot 7 of said Block 97, for the southwest corner hereof, and from which an “X” cut on concrete found at the intersection of the north line of said East Kentucky Avenue and the east line of South Main Street, and the southwest corner of said Block 97 bears *South 89 degrees 33 minutes 06 seconds West* a distance of 139.99 feet;

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Surveyed by

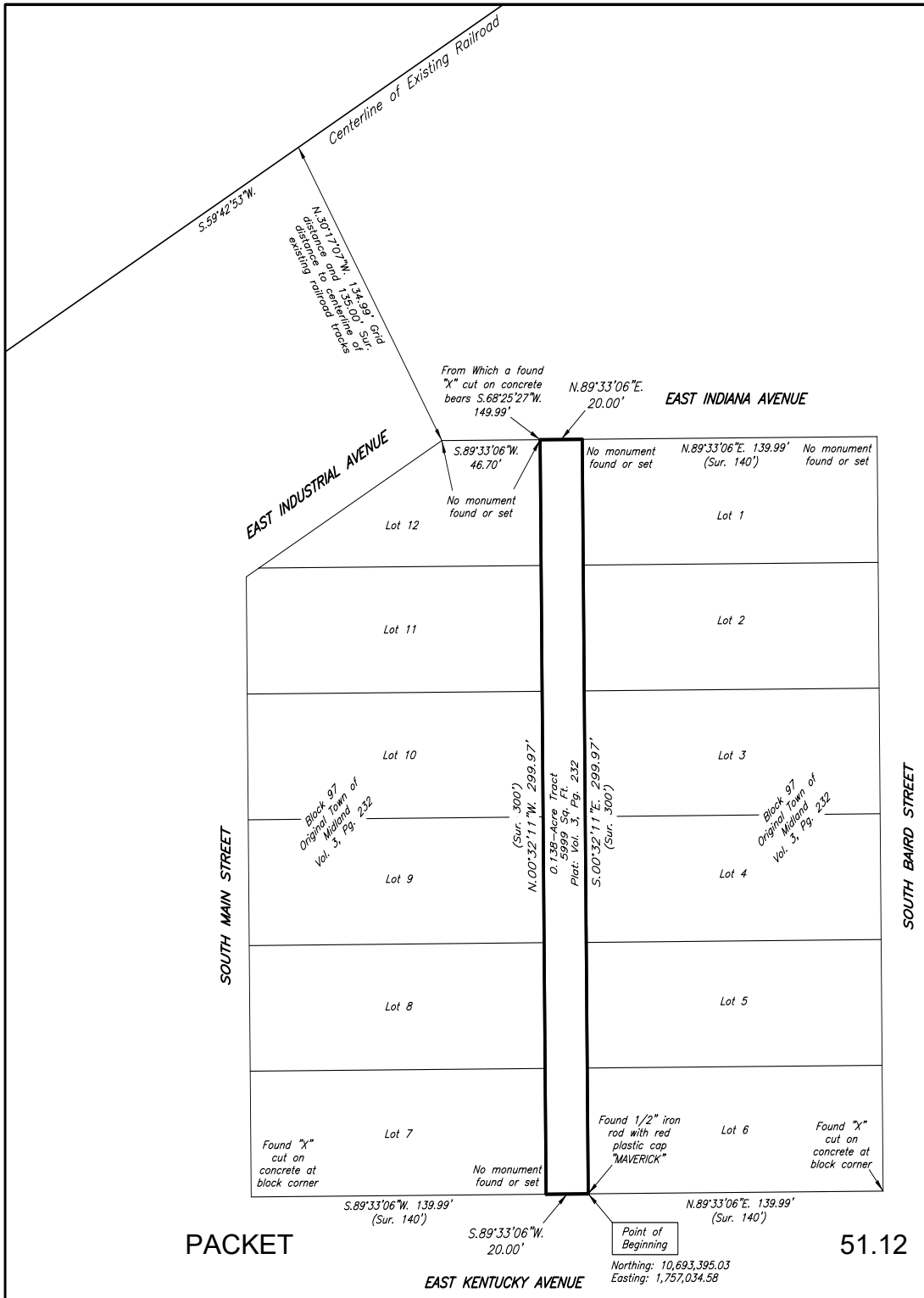
Franklin Leamons
Registered Professional Land Surveyor #6889
Date: November 10, 2023



ALLEY VACATION

A 0.138-ACRE TRACT IN SECTION 35, BLOCK 39, T-1-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 46 CITY AND COUNTY OF MIDLAND, TEXAS

PLAT: VOLUME 3, PAGE 232, DEED RECORDS, MIDLAND COUNTY, TEXAS.



NORTH

0' 50' 100'

SCALE: 1" = 50'

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SURVEYED: ENDING ON DECEMBER 21, 2022.
SIGNED: NOVEMBER 10, 2023.

FRANKLIN LEAMONS
R.P.L.S. 6889

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: V-23-0057

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 697-1447	
Printed Name: Josh Wallender (Parkhill)		Email jwallender@parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☒ Street

Description of Address: Alley of Block 97 Original Town Addition

Reason for Request: to combine the two lots into one for a more usable location

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: No affect on the surrounding area. The lines in the alley ROW have already been vacated.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):		Date: 11-7-23
Affected Property Owners:	City of Midland	
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

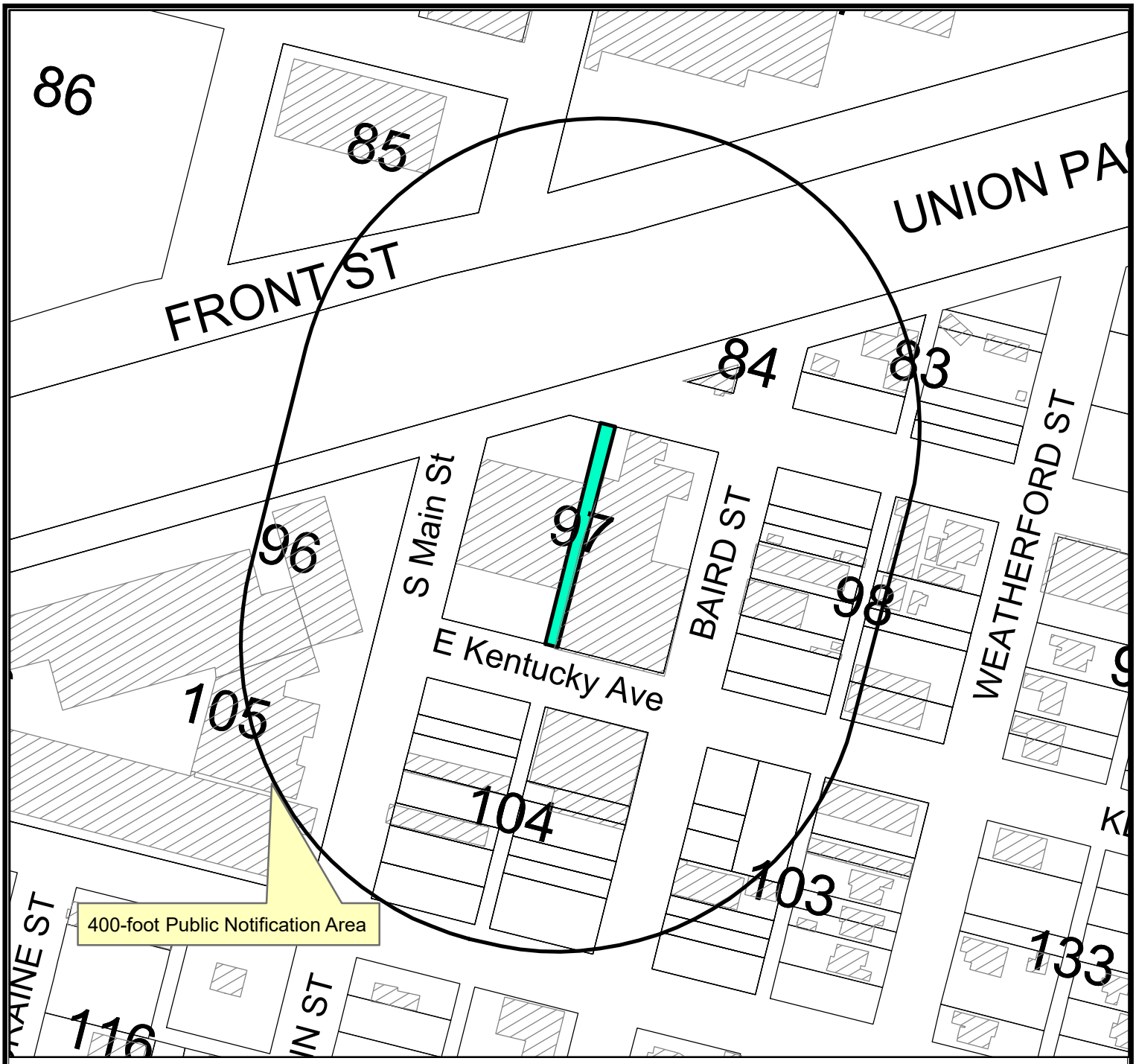
☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By: Daniel Humbert Date: NOV 09 2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

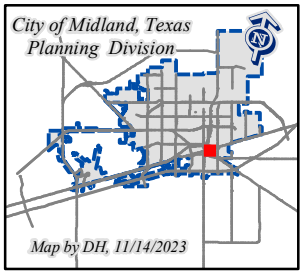
V-23-0057 **Scale: 1" = 188'**

Consider a request by Josh Wallender for the vacation of a 0.138-acre portion of alley right-of-way located in Block 97, Original Town Addition, City and County of Midland, Texas

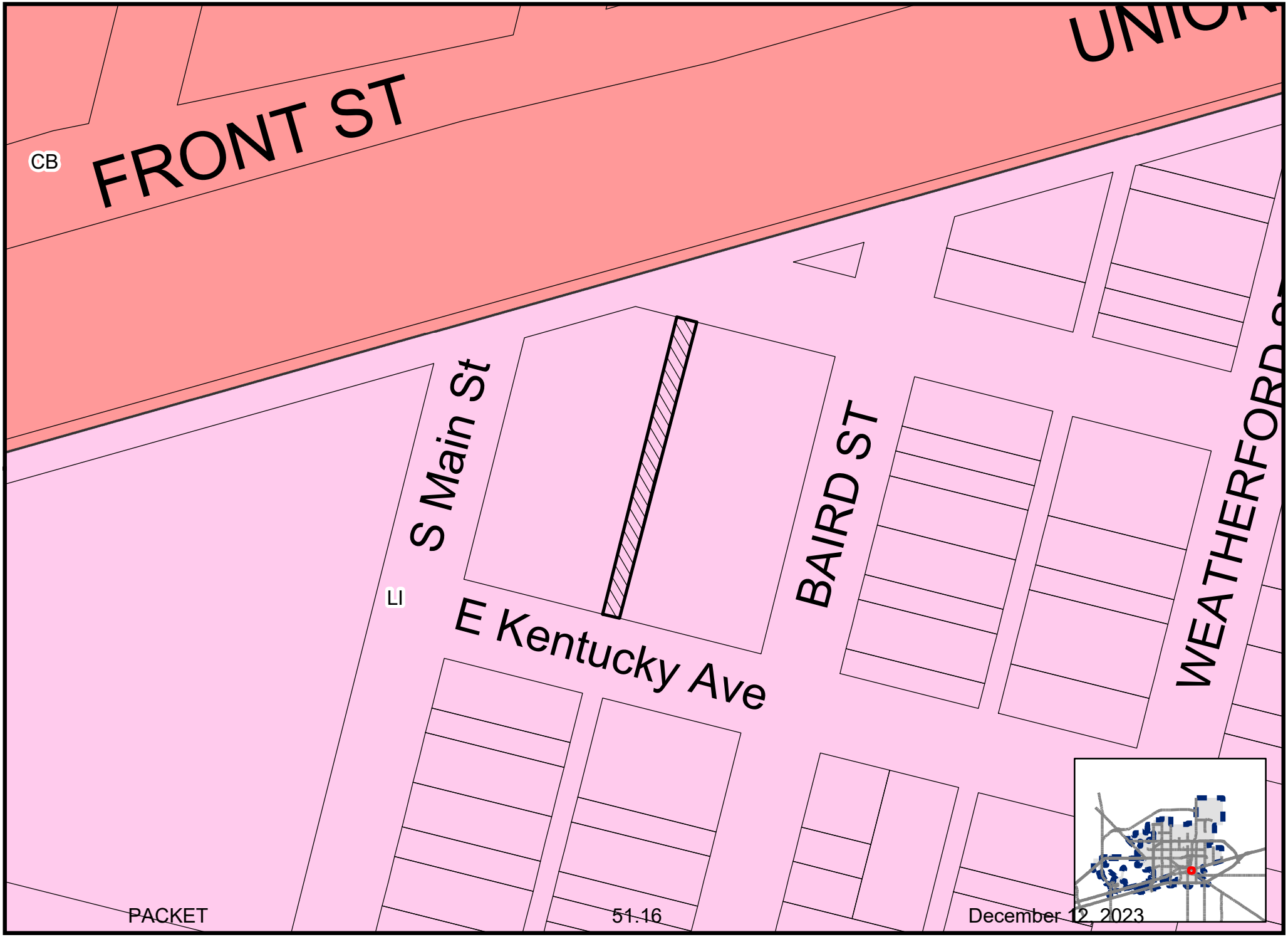
Generally located between East Kentucky Avenue and E. Indiana Avenue, approximately 188 feet east of S. Main Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DH, 11/14/2023

V-23-0057

Scale: 1" = 118'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RE: External E-mail - V-23-0057, Altice (Optimum) Letter

LM

Luis Montez <Luis.Montez@AlticeUSA.com>

To Daniel Humbert

Cc Eron Zapata

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Optimum does not have any plant in the alley in question, our plant is on the west poles off of, South Baird St.

We, Optimum have no issue with this alley vacate request.

From: Daniel Humbert <dhumbert@midlandtexas.gov>

Sent: Thursday, November 16, 2023 10:59 AM

To: Luis Montez <Luis.Montez@AlticeUSA.com>

Subject: External E-mail - V-23-0057, Altice (Optimum) Letter

Re: V-23-0057, Astound Letter

RG

Ruben Guerra <ruben.guerra@astound.com>

To Daniel Humbert

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

After looking at our maps and google earth it does not show that we have services in between the buildings.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

UJ

UNDERWOOD, JERRY D <ju1659@att.com>

Daniel Humbert

RE: Z-23-0057, AT&T Letter

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

PDF

E KENTUCKY AND BAIRD.pdf

.pdf File

Good morning,

We do have cable and pedestals where I marked in the alley starting at East Kentucky Ave right behind the south west corner of the Salvation Army building.

Thanks,

Jerry

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Daniel Humbert
Planning Division
300 N. Loraine
Midland, Texas 79701

November 29, 2023

Re: Case Name: Original Town Vacate
Case Number: V-23-0057

Mr. Humbert,

Atmos Energy has no objection to the proposed vacation of the alley located between South Main, Baird Street, and North of Kentucky as referenced above. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

AM

Arguello, Martin <Martin.Arguello@oncor.com> Daniel Humbert

RE: Z-23-0057, Oncor Letter

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Good Afternoon Daniel! I have looked over the information that you sent back on 16 November and have found that Oncor has a overhead main line that is this alley. Oncor would either need to relocate the line at the city's expense, or would need to secure an easement in the alley. Please let me know what direction the city would like to take.

Respectfully,

Martin Arguello
Oncor | NCM Supervisor
702 South Main Street
Midland, Texas 79701
Cell: 432-638-0452
Email: martin.arguello@oncor.com

My Manager: Sergio Molina
Cell: 214-970-4143 email: sergio.molina@oncor.com









City Council Meeting

Item Number: 52

Meeting Date: December 12, 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 A 3.86-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED APPROXIMATELY 230 FEET NORTH OF CASTLEWOOD DRIVE AND APPROXIMATELY 620 FEET WEST OF HOMELAND 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Robert Graham, is requesting a Zone Change from RR, Regional Retail District to SF-1, Single-Family Dwelling District to prepare the property for housing development.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The properties to the east, south, and west are zoned SF-1, Single-Family District and are the locations of residences and vacant land. The property to the north is zoned CE, Country Estate District and is the location of vacant land.

Analysis:

The applicant is proposing lot sizes for residential uses. These lot sizes do not meet the standards of the RR, Regional Retail District. Additionally, the use would not be allowed in the RR. Therefore, the applicant is requesting this zone change.

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)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Code Compliance: (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.

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: (Approved)

The Future Land Use Map in Chapter 3 of the *Tall City Tomorrow Comprehensive Plan* designates this area as Urban Residential-Low (UR-L) which calls for restrictive land use, emphasizing single-family detached development. Therefore, the request for a residential zoning for this property is consistent with the Comprehensive Plan.

Staff recommends approval of this request for a zone change subject to condition A.

Conditions:

A. That the use and development of the property shall conform to the regulations of the SF-1, Single-Family Dwelling District

Letters of Objection:

Staff has not received any letters of objection as of December 6, 2023.

Attachments:

Survey (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 3.86-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED APPROXIMATELY 230 FEET NORTH OF CASTLEWOOD DRIVE AND APPROXIMATELY 620 FEET WEST OF HOMELAND DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 3.86-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to SF-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 RR, Regional Retail District 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

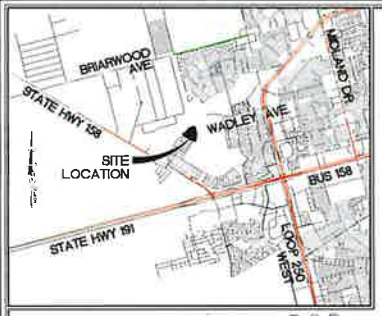
_____
John Ohnemiller, City Attorney

EXHIBIT "A"

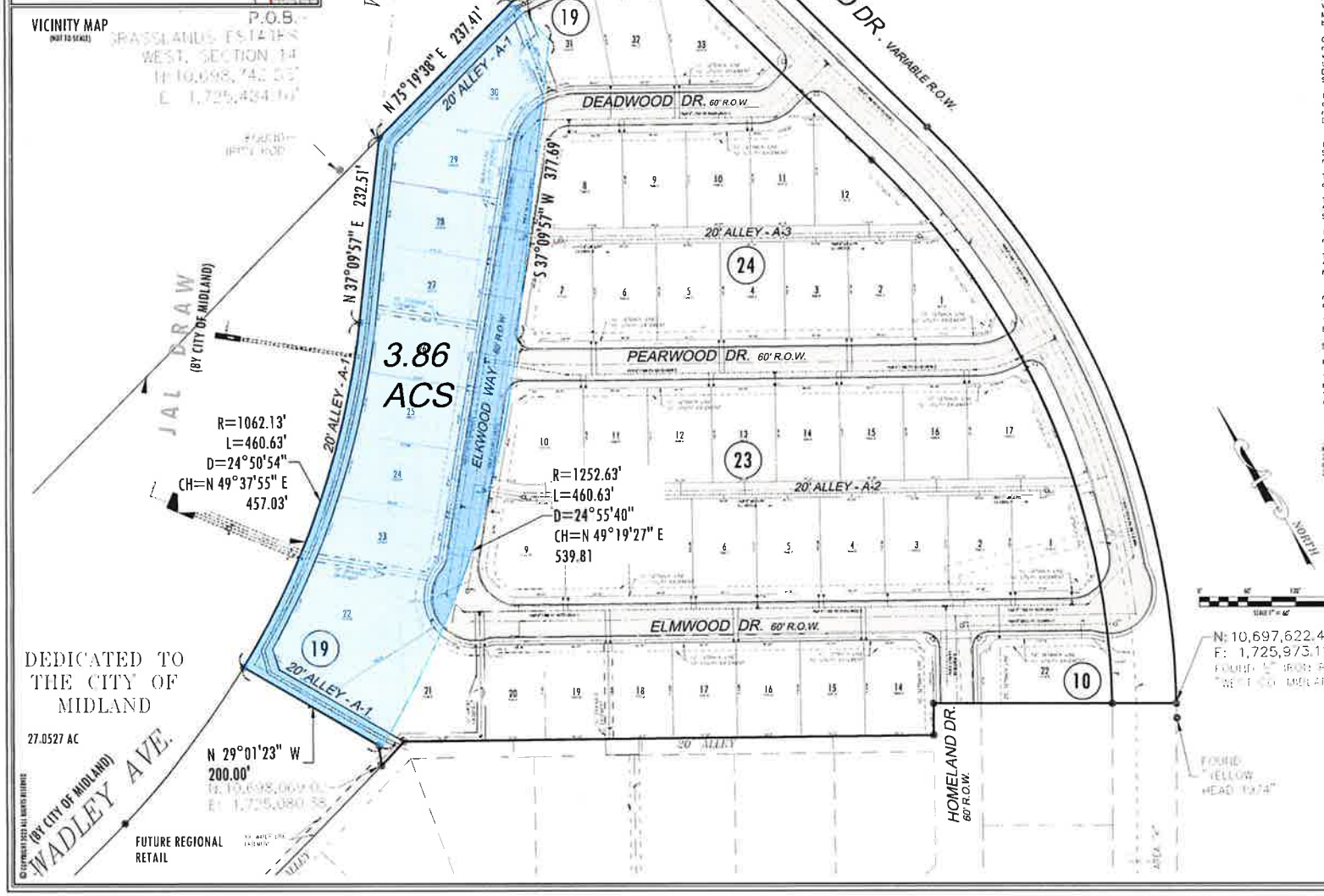
ZONE CHANGE EXHIBIT - TRACT 'Z1'

GRASSLANDS ESTATES WEST, SECTION 14

BEING A 3.86 ACRE TRACT OUT OF A 16.9596 ACRE TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T & P RR Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS



VICINITY MAP
(NOT TO SCALE)



TRACT "Z1"

BEING a 3.86 acre tract or parcel of land situated in Section 35, Block 40, T-1-S of the T & P RR Co. Survey, Midland County, Texas and being a portion of that certain tract described in Warranty Deed to SBC Corporation, recorded in Volume 1464, Page 174, Official Public Records, Midland County, Texas (O.P.R.M.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a found capped iron rod marked "PLS 1974" located North 75 degrees 19 minutes 38 seconds East a distance of 657.97 feet from a found 60d nail for the most westerly corner of said SBC tract, said iron rod also being the most northerly west corner of that certain tract described in Special Warranty Deed to SCP Hwy 158 Land, LLC, recorded in Document Number 2019-15764, O.P.R.M.C.T., and being located on the north line of said Section 35;

THENCE North 75 degrees 19 minutes 38 seconds East, along the north line of said SBC tract and said section line, a distance of 3759.69 feet to a found iron rod with red plastic cap marked "WEST CO MIDLAND" (hereinafter referred to as a found iron rod) for the POINT OF BEGINNING
[N=10,698,743.53, E: 1,725,484.10] of the herein described tract;

THENCE North 75 degrees 19 minutes 38 seconds East, continuing along the north line of said SBC tract and said section line, a distance of 23 7.41 feet to a found iron rod at or near the northeast corner of said Section 3 5;

THENCE South 14 degrees 20 minutes 36 seconds East, along the east line of said Section 35, a distance of 65.51 feet to a point;

THENCE South 37 degrees 09 minutes 57 seconds West, a distance of 377.69 feet to a point for the beginning of a curve to the right having a radius of 1252.63 feet and a chord bearing South 49 degrees 19 minutes 27 seconds West, 539.81 feet;

THENCE Southerly, along said curve to the right, through a central angle of 24 degrees 53 minutes 11 seconds, an arc distance of 544.08 feet to a point for the end of said curve;

THENCE North 29 degrees 0 1 minutes 23 seconds West, a distance of 200.00 feet to a point for the beginning of a curve to the left having a radius of 1062.13 feet and a chord bearing North 49 degrees 37 minutes 55 seconds East, 457.03 feet;

THENCE Northeasterly, along said curve to the left, through a central angle of 24 degrees 50 minutes 54 seconds, an arc distance of 460.63 feet to a found iron rod for the end of said curve;

THENCE North 37 degrees 09 minutes 57 seconds East, a distance of 232.51 feet to Point of Beginning and containing 3.86 acres of land

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Kerry M. Hoefner, 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

Kerry M. Hoefner 09/18/23
KERRY M. HOEFNER, RPLS 4562
2713 CANTRELL ST
IRVING, TX 75062
214.714.2340

LEGEND

OWNER:
GRASSLANDS IV, LTD.
5908 Homestead Blvd
Midland, TX 79707-2115

KERRY M. HOEFNER
REGISTERED PROFESSIONAL LAND SURVEYOR #4562
2713 Cantrell St | Irving, TX 75062
(214) 714.2340

SEPTEMBER 2023

GRASSLANDS ESTATES WEST, SECTION 14

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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: ROBERT GRAHAM		Phone (432) 697-9866 Email	
Address 5908 HOMESTEAD BLVD.	City MIDLAND	State TX	Zip 79707-2215

Property Owner Printed Name: GRASSLANDS IV, LTD.		Phone (432) 697-9866 Email	
Address 5908 HOMESTEAD BLVD.	City MIDLAND	State TX	Zip 79707-2215

Representative *(if different from Applicant or Property Owner)* Firm: WA CIVIL, LLC. Printed Name: LARRY H. WALKER, PE,PMP		Phone (432) 901-2060 Email lwalker@wacivil.com	
Address 223 WEST WALL ST., SUITE 226 (8th FLOOR) Midland Towers	City MIDLAND	State TX	Zip 79701

Street Address: Elkwoodway

Legal Description
Lot: 21-31 Block: 19 Subdivision: GRASSLANDS ESTATES WEST, SECTION 14

Current Zoning: GR

Proposed Zone: SF1
(List by tracts if more than one district is requested)

Reason for Zone Change Request:
Downgrading from General Retail (GR) to Single Family 1 (SF1) to add more lots to the subdivison.

Present Use of Property: Undeveloped land

Proposed Use of Property: Residential (SF1)

How would this zone change affect the public health, safety and welfare?
It will not have any adverse affect on the public health, safety, or welfare.

Describe how conditions affecting the property have changed since present zoning designation:
No physical conditions have changed, owner owns both pieces of property and decided to add more lots to subdivision.

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: 9-12-23
Applicant (printed): ROBERT GRAHAM	
Property Owner (signature):	Date: 9-17-23
Property Owner (printed) : ROBERT GRAHAM	

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 LARRY H. WALKER who, being by me duly sworn, upon oath says: That (s)he is the owner of GRASSLANDS IV, LTD. or authorized by ROBERT GRAHAM, 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.

Andra Kim Walker
My Commission Expires
2/15/2027
Notary ID134205545

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 14 day of September, 2023, to certify which witness my hand and seal of office.

Andra Kim Walker

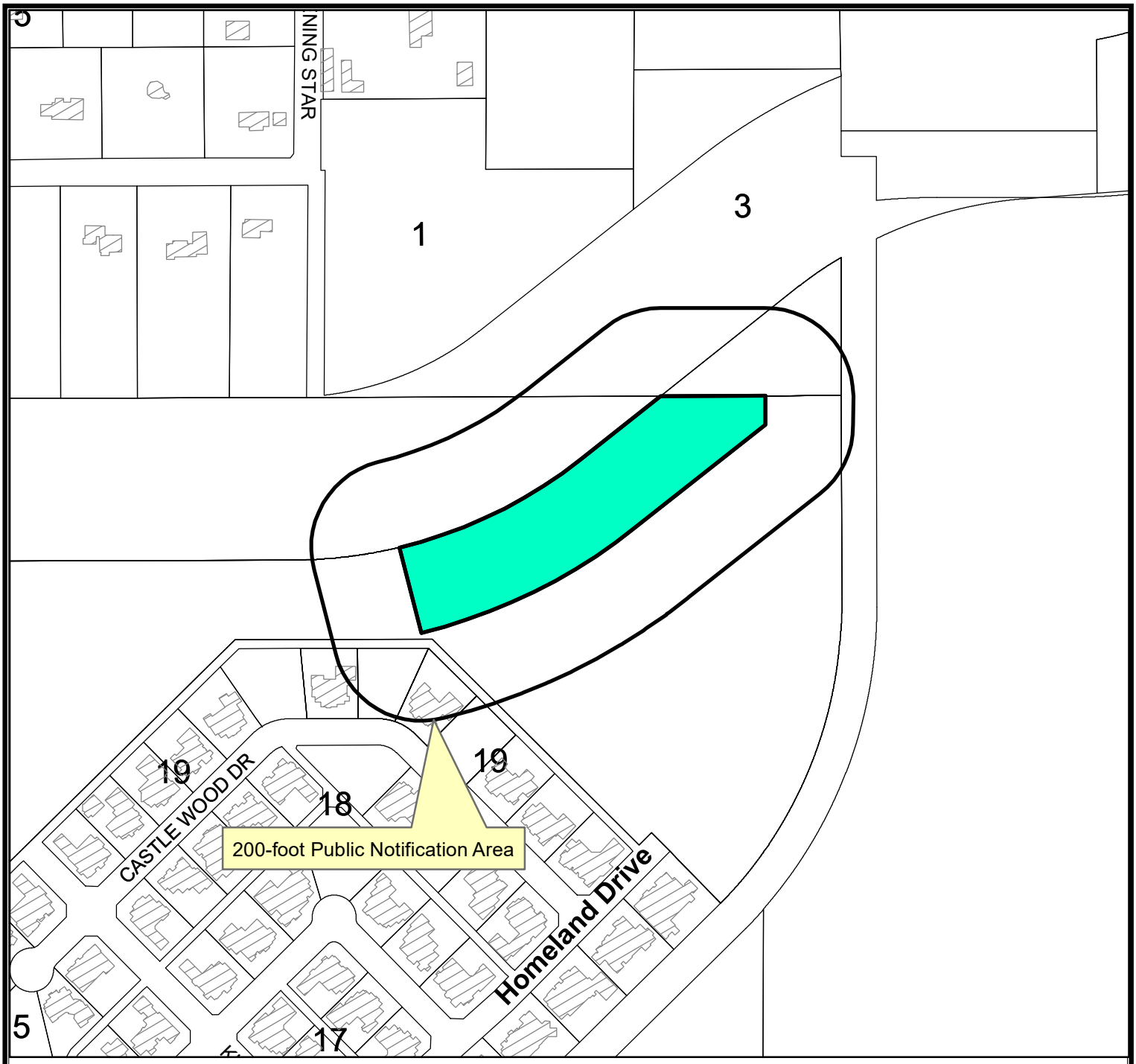
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1497
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Daniel Humbert Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

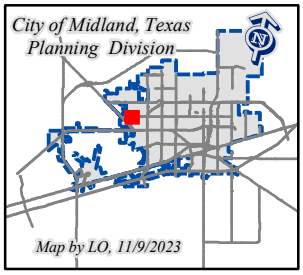
Z-23-0351 **Scale: 1" = 325'**

Consider a request by Robert Graham for a zone change from, RR, Regional Retail District to SF-1, Single-Family Dwelling District for a 3.86-acre tract of land, located out of Section 35, Block 40, T-I-S, T&P RR. CO. Survey, City and County of Midland, Texas.

Generally located approximately 230-feet north of Castlewood Drive, and approximately 620-feet west of Homeland Drive (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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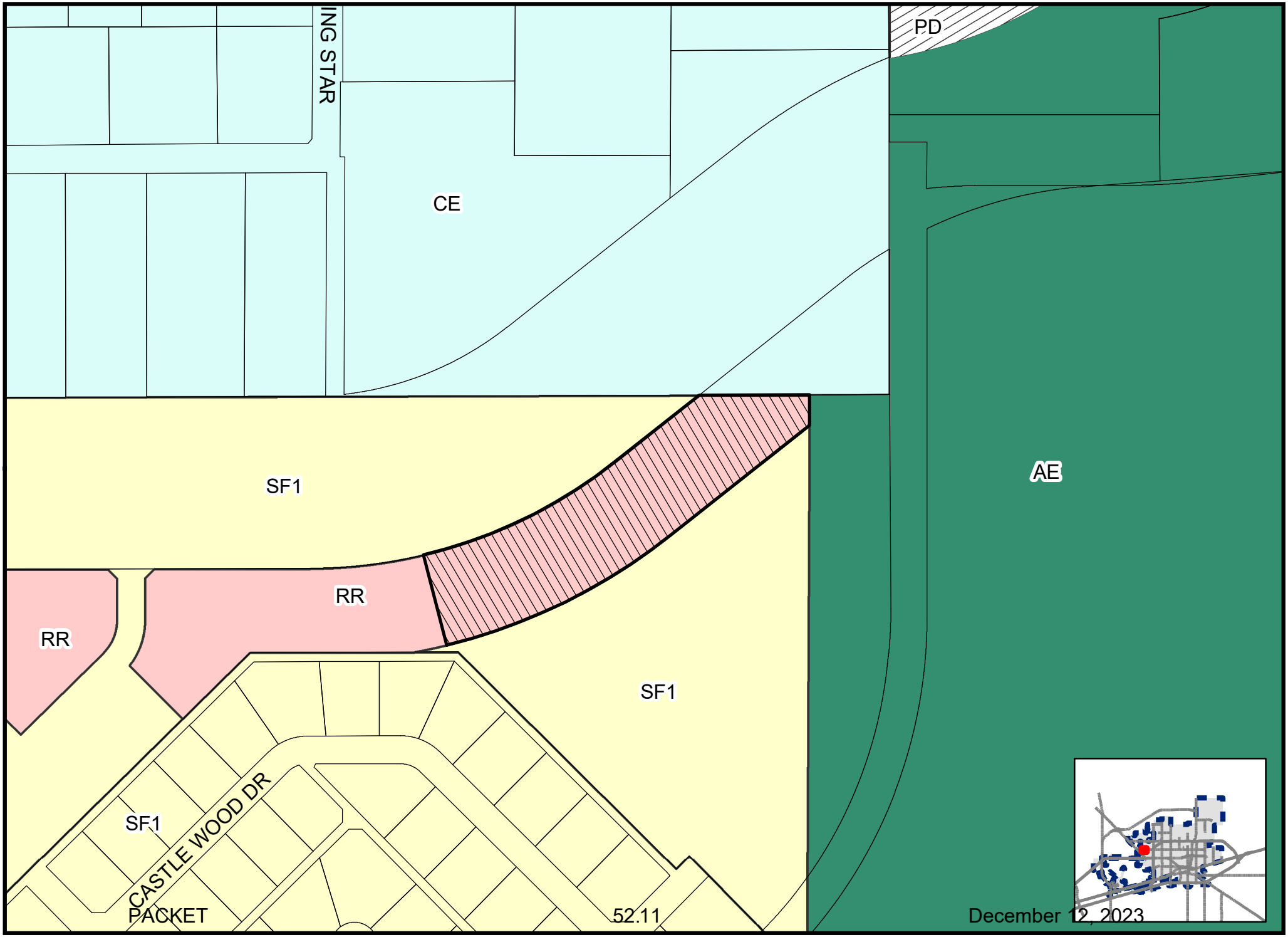

Map By LO, 11/9/2023

Z-23-0351

Scale: 1" = 259'

ZONING MAP

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City Council Meeting

Item Number: 53

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 210 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Martin Diaz is requesting a reduced minimum front yard setback for a primary structure to allow for home alteration and expansion.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

The property is currently zoned SF-3, Single-Family Dwelling District. *Section 5.04 – Residential Dimensional Regulations Chart* requires a minimum front yard setback of 20 feet for a lot in the SF-3. Exhibit A shows that the residence will be 18 feet from the front property line. Therefore, they are requesting a special exception to proceed.
Per the application, the applicant was also requesting a reduced rear yard setback. However, a rear setback of 4.125 feet has already been granted (Ordinance 10387). As the site plan shows, the proposed distance the structure will be from the rear property line is five feet. Therefore, the request for a reduced rear yard setback is unnecessary and has been excluded.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Planning (Approved):

The Tall City Tomorrow Comprehensive Plan, Chapter 4 - Housing & Neighborhoods, Goal 3 is to "Provide adequate housing opportunities for the diverse needs of Midland's population." The reduction in the front yard setback will aid in carrying out this policy within the City of Midland as it will allow the homeowner to make the alterations necessary and meet their needs.

Staff recommends approval of this request subject to conditions A and B.

Conditions:

A. **That the minimum front yard setback shall be 18 feet.**

B. **That the location of the principal building shall conform to Exhibit "A", which is attached hereto and incorporated herein. The reduced minimum front yard setback granted herein shall not apply to any building or structure except the principal building.**

Letters of Objection:

Staff has not received any letters of objection as of December 6, 2023.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 210 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF, FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the special exception to be authorized by the granting of this special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property

described as Lot 10, Block 140, Southern Addition, City and County of Midland, Texas.

Said special exception shall allow a reduced minimum front yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum front yard setback shall be 18 feet.

B. That the location of the principal building shall conform to Exhibit "A", which is attached hereto and incorporated herein. The reduced minimum front yard setback granted herein shall not apply to any building or structure except the principal building.

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 SEVEN. The City Secretary is hereby authorized and directed to publish

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

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 the 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

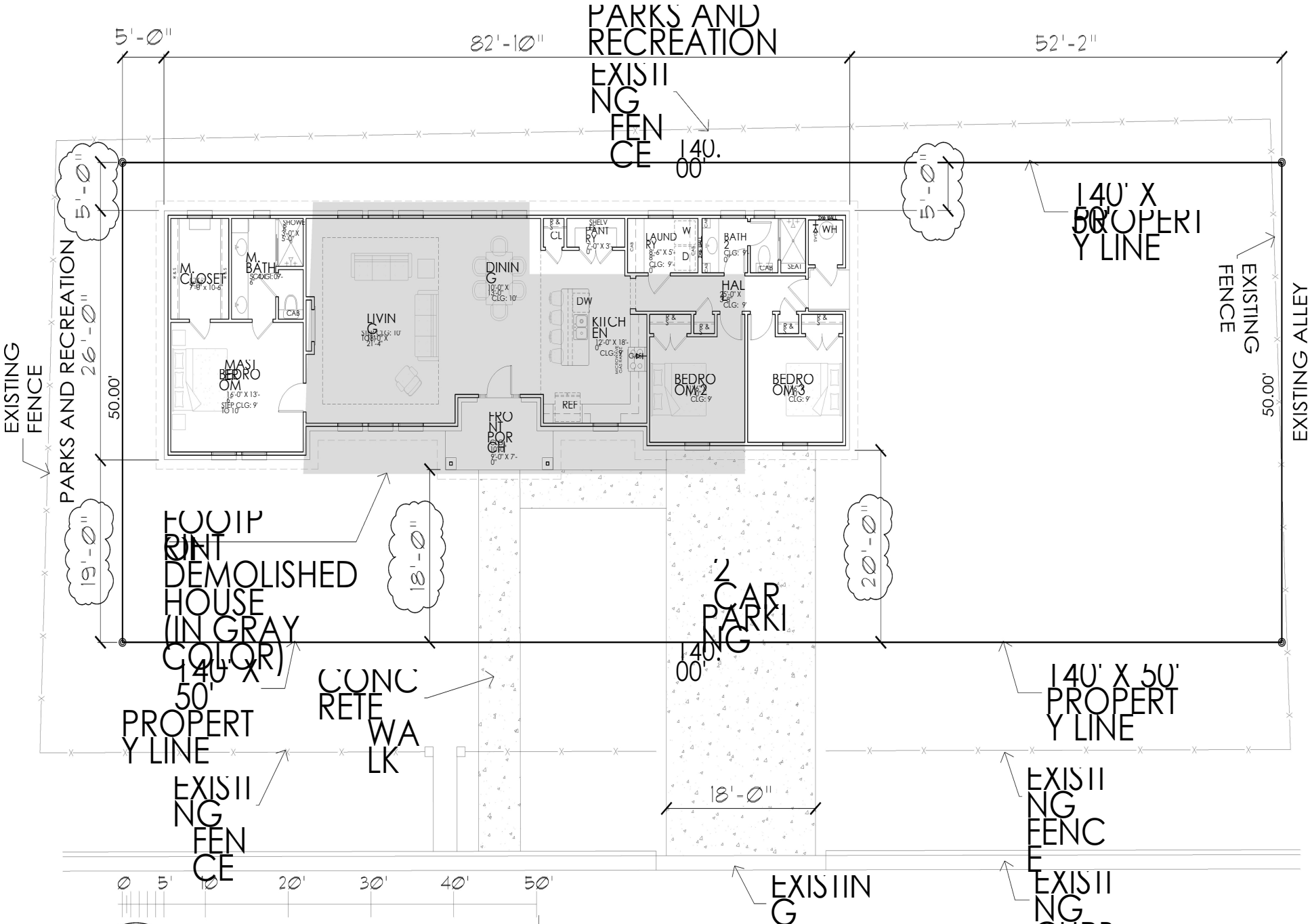
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney



SITE - FLOOR PLAN

1 A1 TO SCALE

E. NEW YORK AVE.

EXHIBIT "A"

AREA CALCULATIONS

BRICK HEATED 1950 SQ. FT.

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BUILDER: MARTIN DIAZ (432)853-2507

DESIGN BY: Jose Juan Alvarez
alvarez.udw@gmail.com
432.599.0794

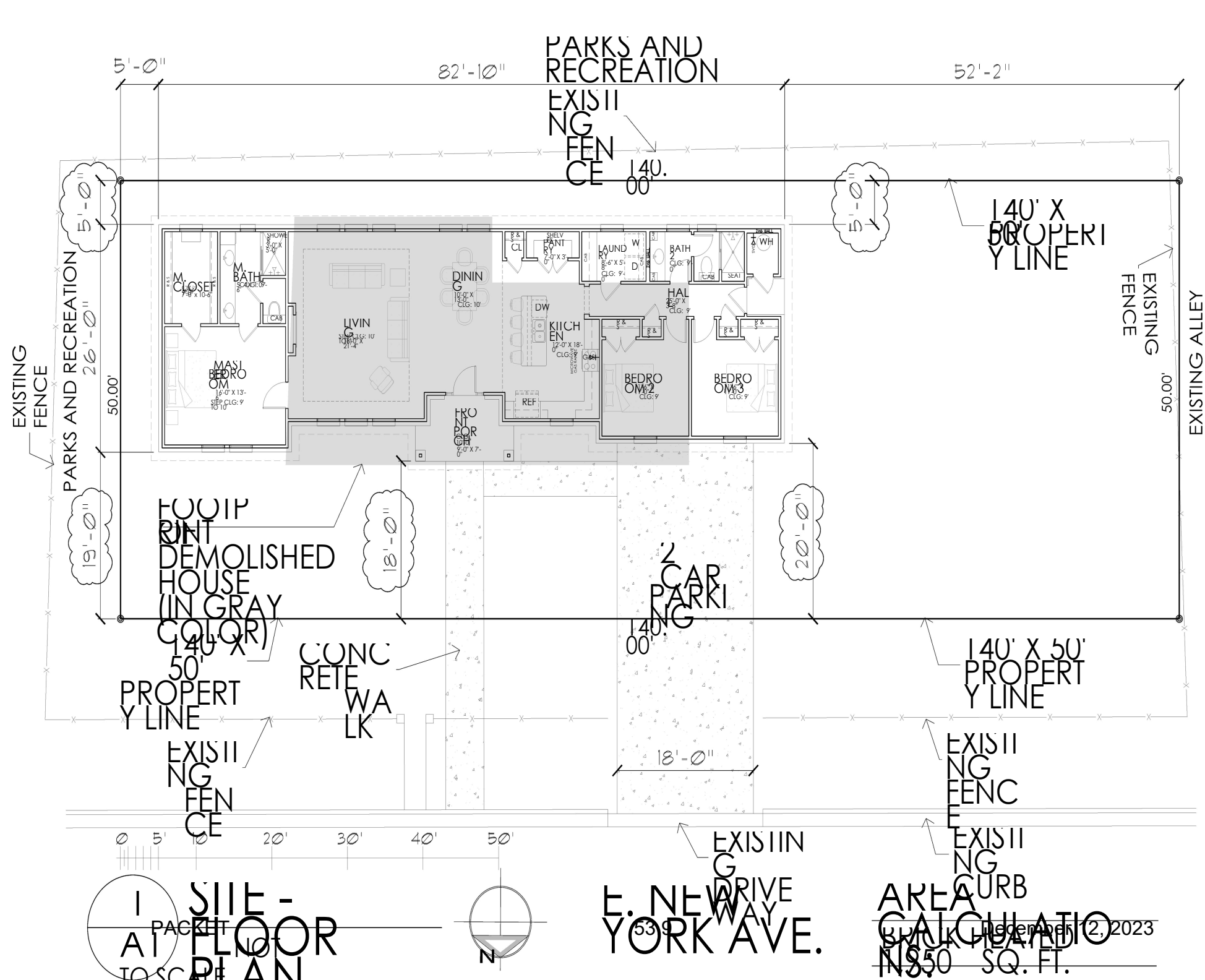
MIDLAND, TEXAS

712 E. NEW YORK AV.
SOUTHERN ADDN. BLK 140, LOT 1

DATE ISSUED 10/9/2023

SHEET NUMBER A1

1 OF 1 SHEETS 213
JOB NO 2



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BUILDER: MARTIN DIAZ (432)853-2507

DESIGN BY: Jose Juan Alvarez
alvarez.udw@gmail.com
432.599.0794

MIDLAND, TEXAS

712 E. NEW YORK AV.
SOUTHERN ADDN. BLK 140, LOT 1

DATE ISSUED 10/9/2023

SHEET NUMBER A1

1 OF 1 SHEETS

JOB NO. 213 2

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* "Spanish only" Printed Name: MARTIN DIAZ		Phone (432) 853-2507 Email alvarez.udw@gmail.com	
Address 2606 ROOSEVELT	City MIDLAND	State TX	Zip 79701
Property Owner Printed Name: MARTIN DIAZ		Phone (432) 853-2507 Email	
Address 2606 ROOSEVELT	City MIDLAND	State TX	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: MARTIN DIAZ		Phone (432) 853-2507 Email	
Address	City	State	Zip

Street Address: 712 E. NEW YORK

Legal Description
Lot: 1 Block: 14 Subdivision: SOUTHERN ADDITION

Current Zoning: SF3

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☑ The addition of architectural or other projections of a minor extent.

Reason for Request: PERMIT TO REDUCE REAR YARD (SOUTH SIDE OF PROPERTY) TO 10'-0" ; AND, PERMIT TO REDUCE FRONT YARD (NORTH SIDE OF PROPERTY) TO 18'-0"

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): x Martin Diaz	Date: 10-9-2023
Applicant (printed): MARTIN DIAZ	
Property Owner (signature): x Martin Diaz	Date: 10-9-2023
Property Owner (printed) : MARTIN DIAZ	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

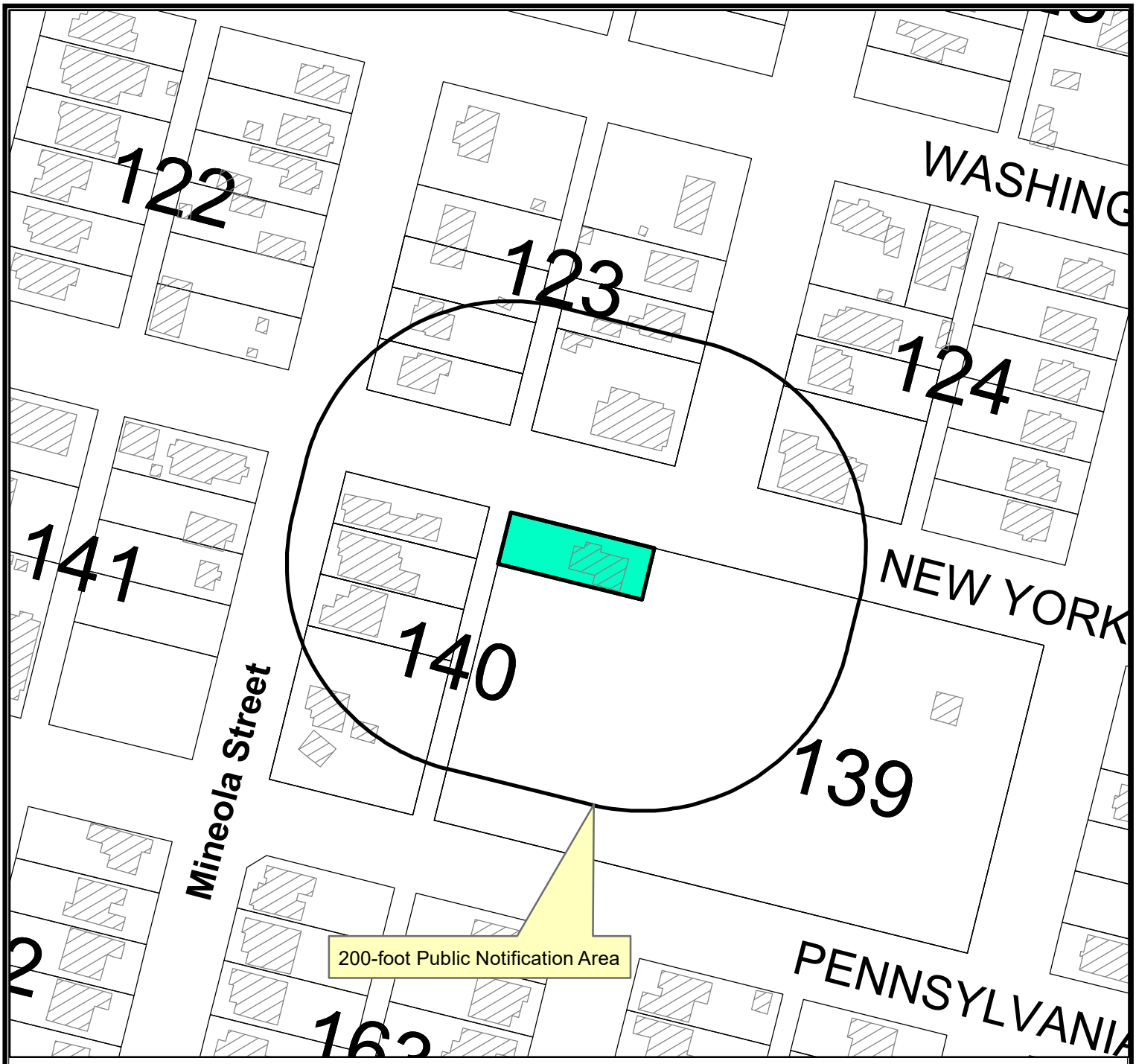
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 4059627221	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

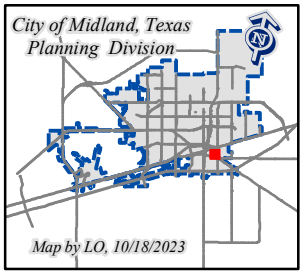
E-23-0110 **Scale: 1" = 67'**

Consider a request by Martin Diaz for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum front yard setback on Lot 10, Block 140, Southern Addition, City and County of Midland, Texas.

Generally located on the south side of East New York Avenue, approximately 210-feet east of South Mineola Street. (Council District 2)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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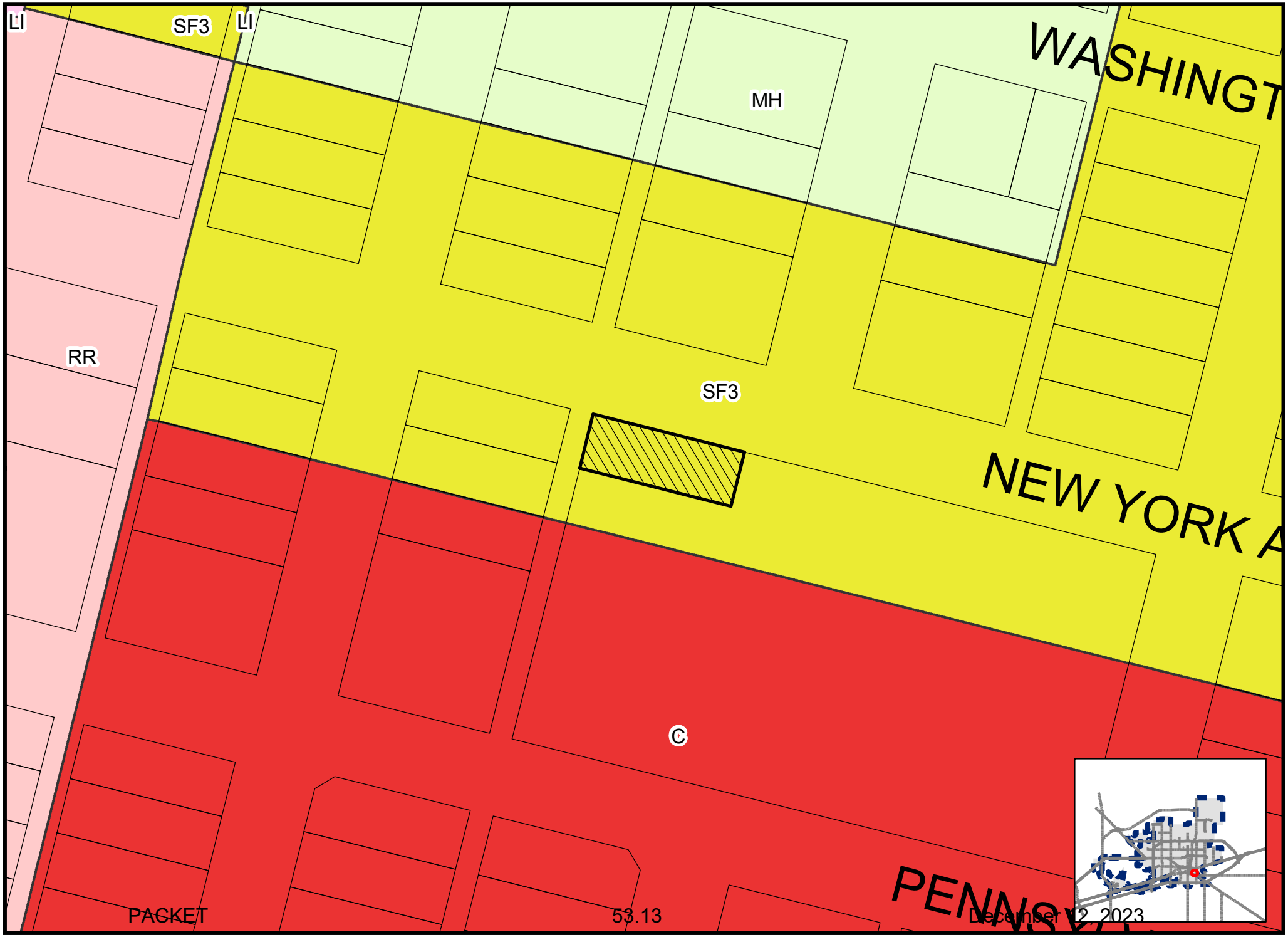

Map By LO, 10/18/2023

E-23-0110

Scale: 1" = 83'

ZONING MAP

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VG-133-2023-7726

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 7726

Real Property Recordings

Recorded On: April 03, 2023 08:29 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: $42.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	7726
Receipt Number:	20230403000046
Recorded Date/Time:	April 03, 2023 08:29 AM
User:	Abarrane C
Station:	cc10297

Record and Return To:

CITY OF MIDLAND
PO BOX 1152
ATTN: GRACIE MARTINEZ
MIDLAND TX 79702

COUNTY COURT
MIDLAND COUNTY, TEXAS

STATE OF TEXAS
Midland County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

RACKET

Alison Haley
Midland County Clerk
Midland County, TX

53.14

December 12, 2023

Alison Haley

ORDINANCE NO. 10387

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 1, Block 140, Southern Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be 4.125 feet.

B. That the Property shall significantly conform to the conditions shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 28th day of February, A.D., 2023; and passed to second reading on motion of Council member Norman, seconded by Council member Corrales, by the following vote:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Corrales, seconded by Council member Stretcher Burkes, on the 28th day of March, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 28th day of March, A.D., 2023.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-Getman, City Secretary



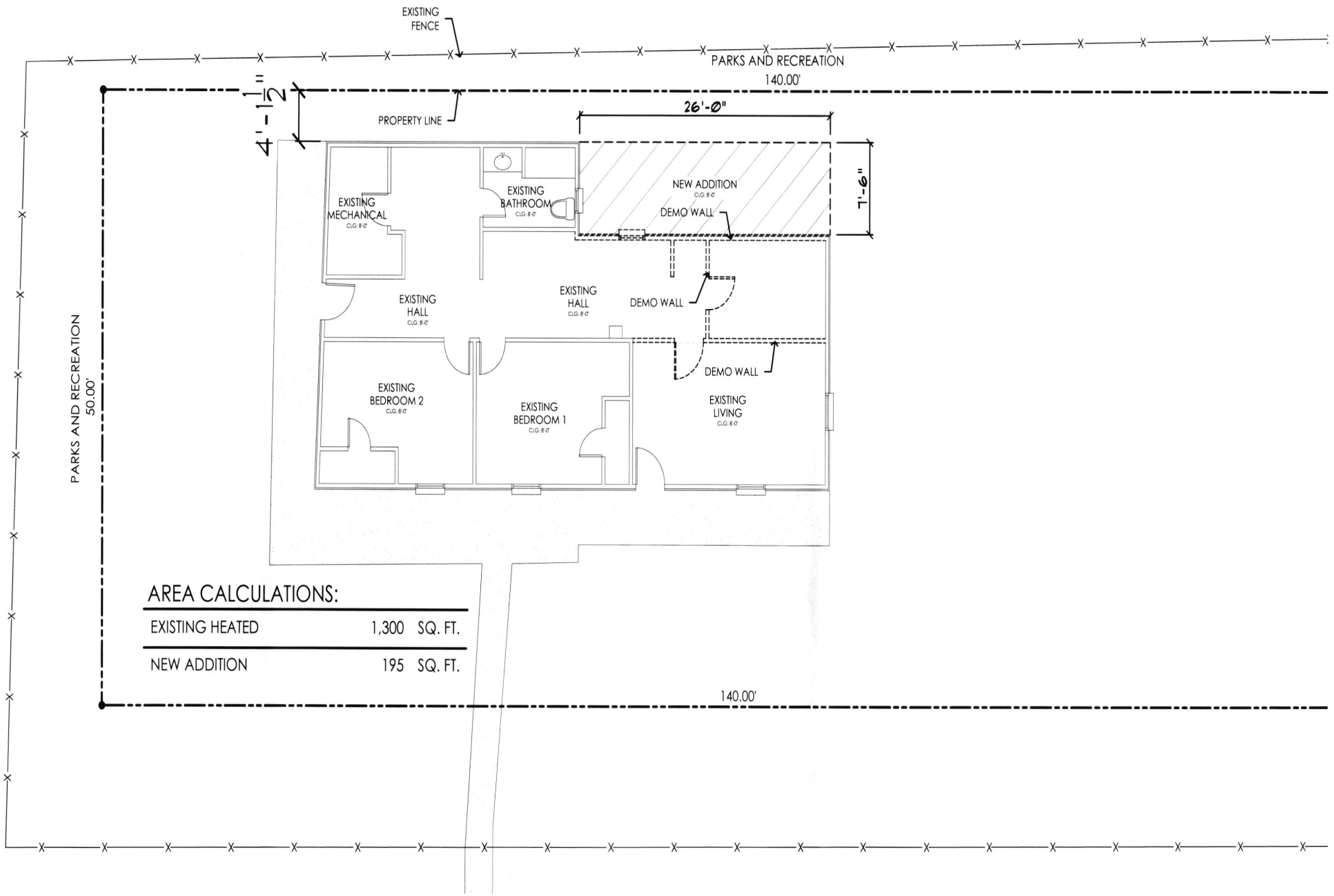
APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



AREA CALCULATIONS:

EXISTING HEATED	1,300	SQ. FT.
NEW ADDITION	195	SQ. FT.

10387 ☑ APPROVED

City Council Meeting

Item Number: 41

Meeting Date: February 28, 2023, March 28, 2023

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; 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)

Purpose:

The applicant, Martin, is requesting a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback at 712 E. New York.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request

Current Zoning:

SF-3, Single-Family Dwelling District

Discussion:

The property is located at 712 E. New York and the location of a single-family residence. The applicant is proposing to add a new addition to the rear end of his house. The existing home is a nonconforming structure that sits about 4.125 feet away from the rear property line. The new addition will be located on the southwest portion of the home as shown in Exhibit A and have a rear yard setback of 4.125 feet. The property owner plans to demo the existing wall and extend the home south about 7.5 feet to match with the existing wall. Per our zoning ordinance, a 10-ft setback is required for the rear year setback where no alley adjoins the rear lot line.

However, this home is peculiar because it has always lacked a kitchen since it was built back in the 1940's. Therefore, the homeowner wants to build a kitchen and a dining area to elevate his home. The new addition will be about 195 square feet.

This request has been circulated and reviewed by all pertinent City departments and their comments, conditions, and requests are as follows:

Engineering: (Approved)

No objections.

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.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No comments.

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, 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 and gas issues for 712 E. New York.

Planning:

This request does not meet the standards as outline in our zoning ordinance. However, this property was built in a peculiar way many years ago making this residence a legal nonconforming structure. The new addition will improve the living conditions for the property owner. Furthermore, this will not hinder any of the adjoining property owners because the property is surrounded by a park. Therefore, staff recommends approval of this request for a Special Exception to the City of Midland Zoning Ordinance Section 5.04, Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback.

The property shall be subject to the following conditions A and B.

Condition:

A. **That at the minimum rear yard setback shall be 4.125 feet.**

B. **The property shall significantly conform to conditions as shown on the site plan attached hereto as Exhibit "A " and incorporated herein for all purposes.**

Letters of Objection:

As of February 15, 2023, staff has not received any letters of objection to this request.

Attachments:

Site Plan (Exhibit A)
Applications
Maps

Mario William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 1, Block 140, Southern Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be 4.125 feet.

B. That the Property shall significantly conform to the conditions shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

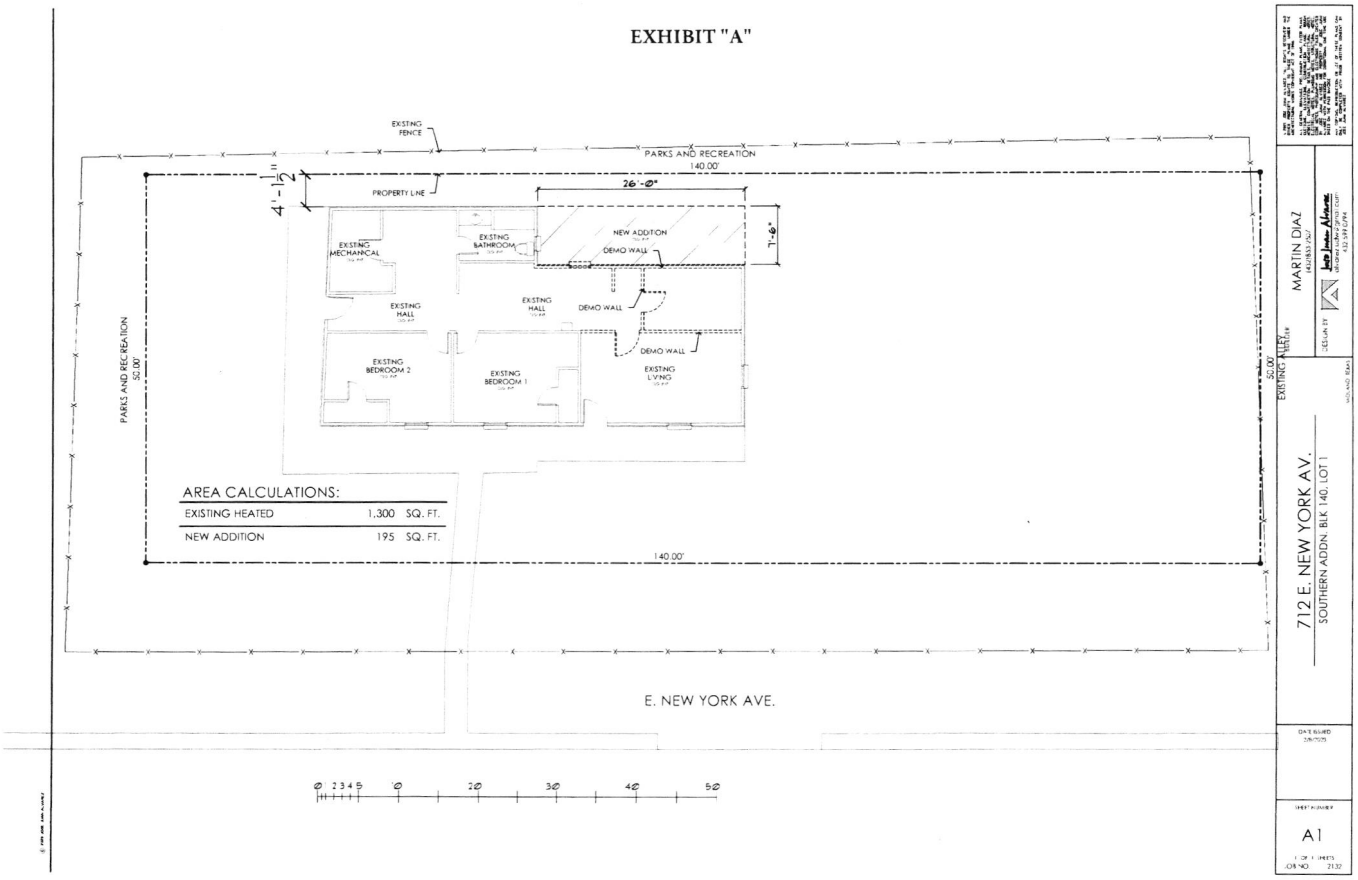
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


EXISTING FENCE
PARKS AND RECREATION
140.00'
4' - 1½"
PROPERTY LINE
26'-0"
7'-6"
NEW ADDITION
DEMO WALL
EXISTING MECHANICAL
EXISTING BATHROOM
EXISTING HALL
DEMO WALL
EXISTING HALL
DEMO WALL
EXISTING BEDROOM 2
EXISTING BEDROOM 1
EXISTING LIVING
PARKS AND RECREATION
50.00'
EXISTING ALLEY
50.00'
AREA CALCULATIONS:
EXISTING HEATED 1,300 SQ. FT.
NEW ADDITION 195 SQ. FT.
140.00'
E. NEW YORK AVE.
0 2 3 4 5 0 10 20 30 40 50
MARTIN DIAZ
712 E. NEW YORK AV.
SOUTHERN ADDN BLK 140, LOT 1
A1

MIDLAND
Planning Division

Special Exception Application

Project Number: E-23-0092

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* (Spanish only)			
Printed Name: Martin Diaz		Phone (432) 853-3507 Email	
Address 2606 Roosevelt	City Midland	State TX	Zip 79701

Property Owner			
Printed Name: "SAME AS ABOVE"		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)*			
Firm: _____ Printed Name: Andrea (daughter)		Phone (432 770-5004 Email	
Address	City	State	Zip

Street Address: 712 E. New York Ave

Legal Description
Lot: 1 Block: 14 Subdivision: Southern Addition

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Adding on to the back of the house.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): [signature]	Date: 1-24-23
Property Owner (printed) :	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

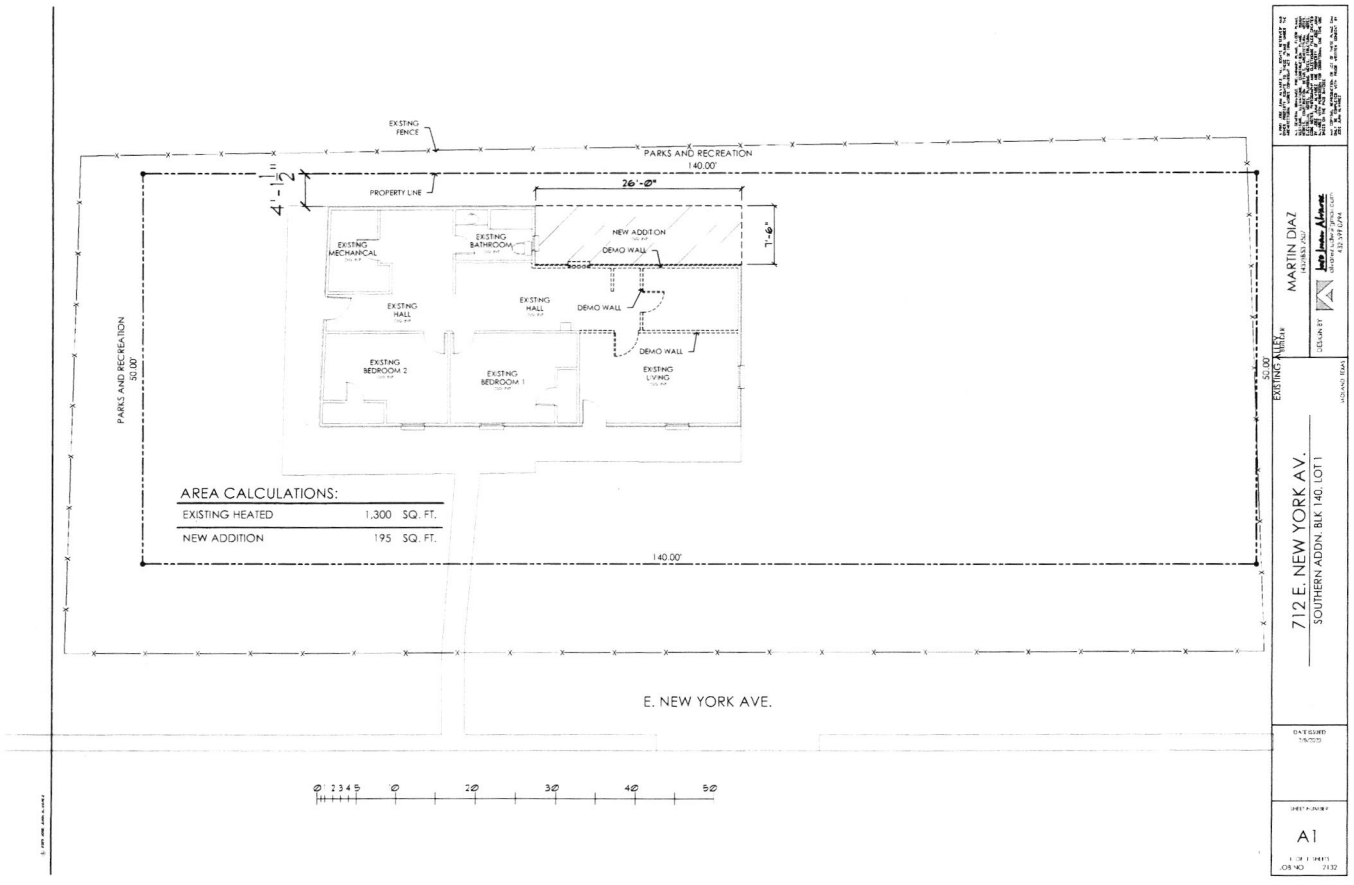
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Cash	
Received By:	Date:

RECEIVED
JAN 24 2023
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****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NEW ADDITION
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EXISTING HALL
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EXISTING HEATED 1,300 SQ. FT.
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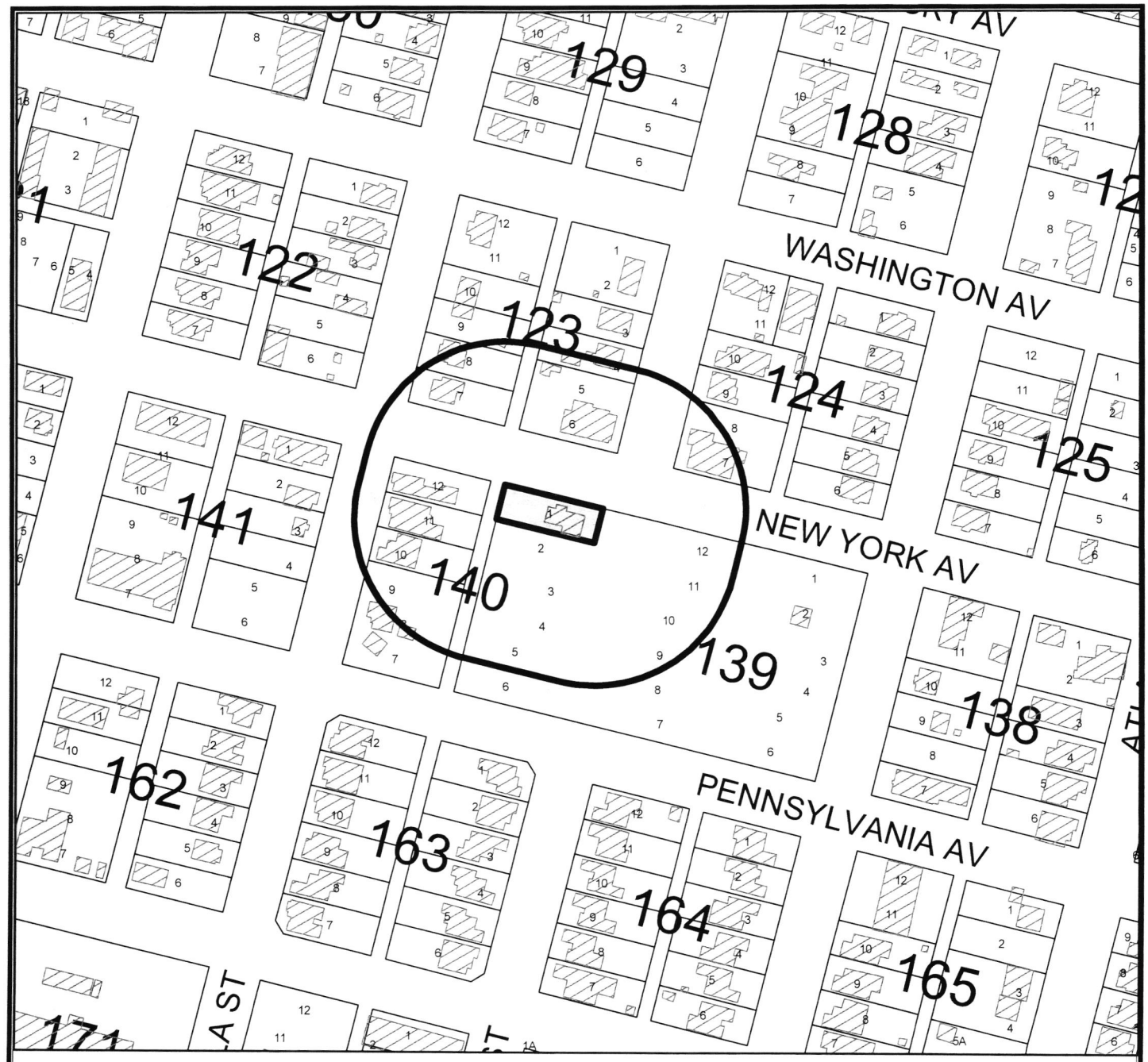
0 2 3 4 5 10 20 30 40 50
MARTIN DIAZ
712 E. NEW YORK AV.
SOUTHERN ADDN. BLK 140, LOT 1
A1



LOCATION MAP

E-23-0092 **Scale: 1" = 200'**

Consider a request by Martin Diaz for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, for a reduced minimum rear yard setback on Lot 1, Block 140, Southern Addition, City and County of Midland, Texas.

Generally located on the south side of E. New York Avenue, approximately 200 feet east of S. Mineola Street (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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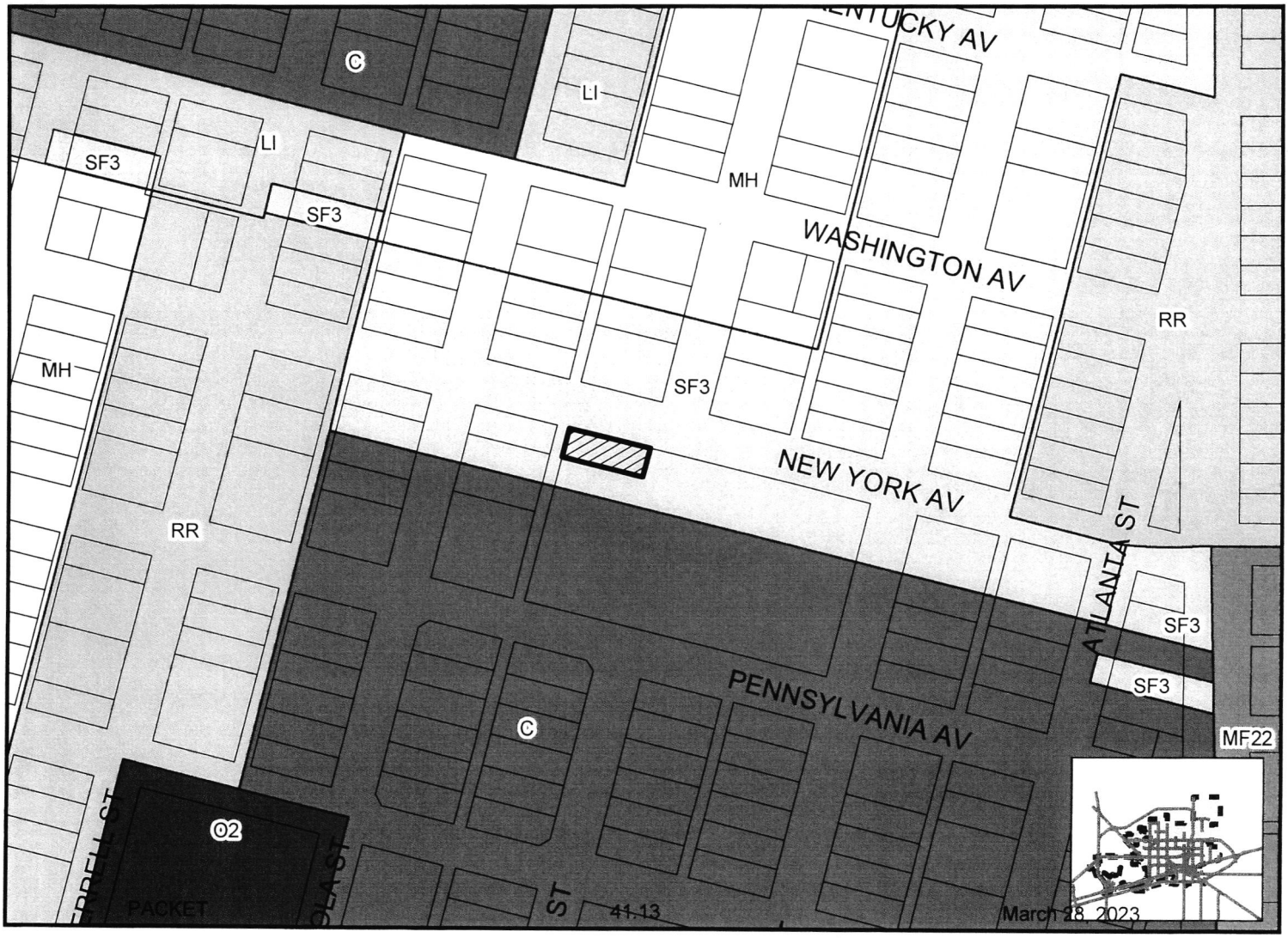
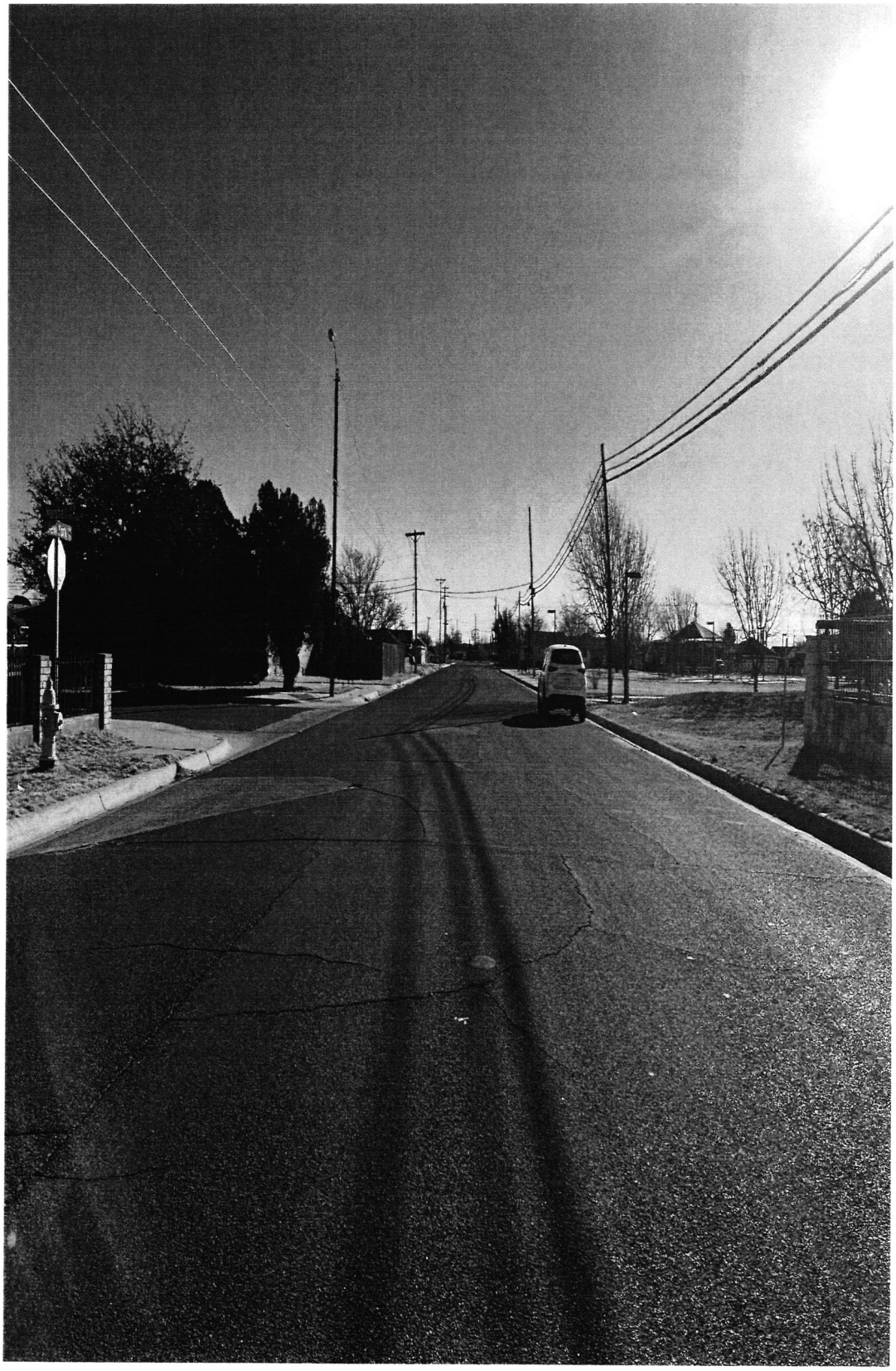
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

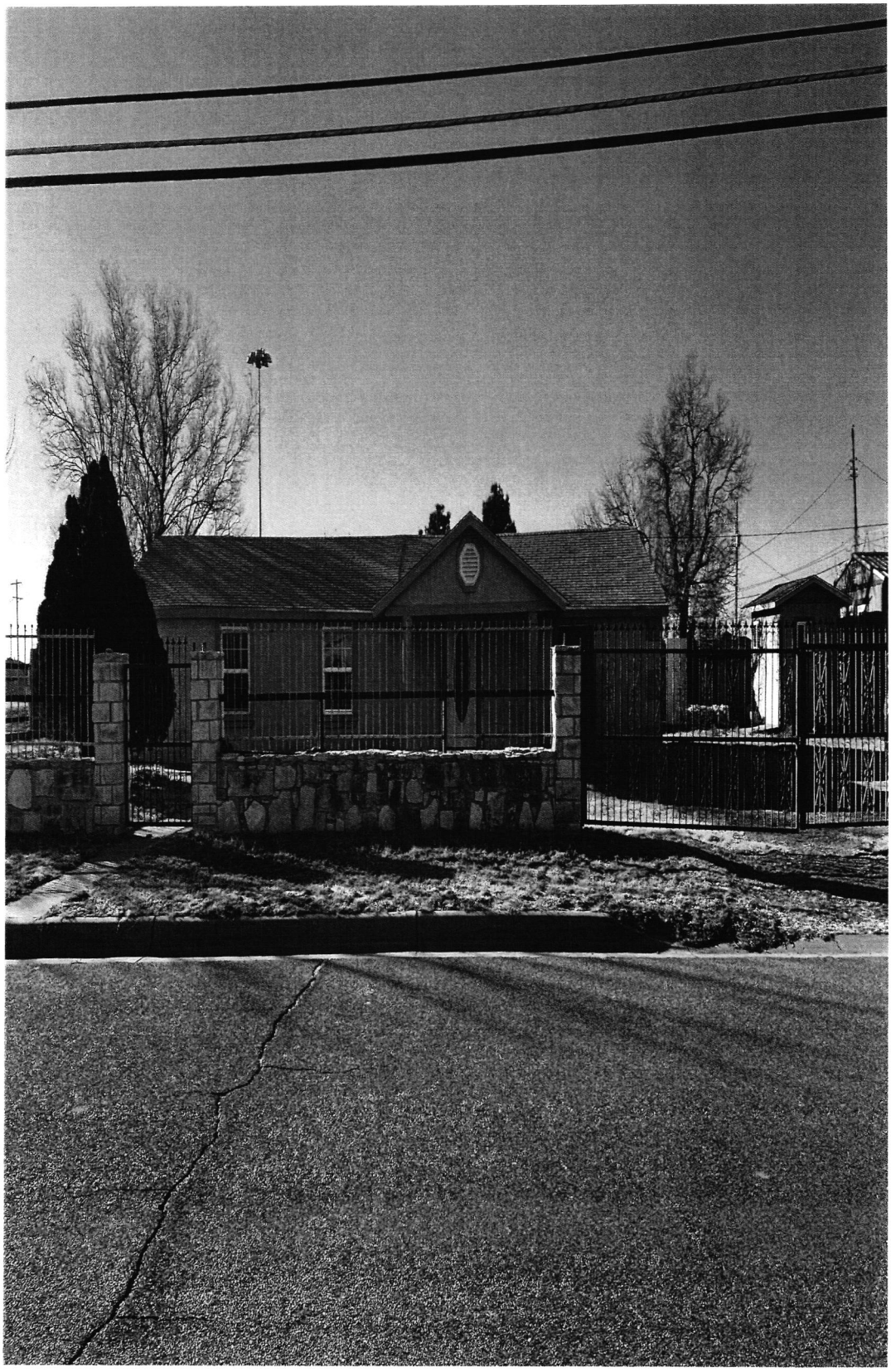


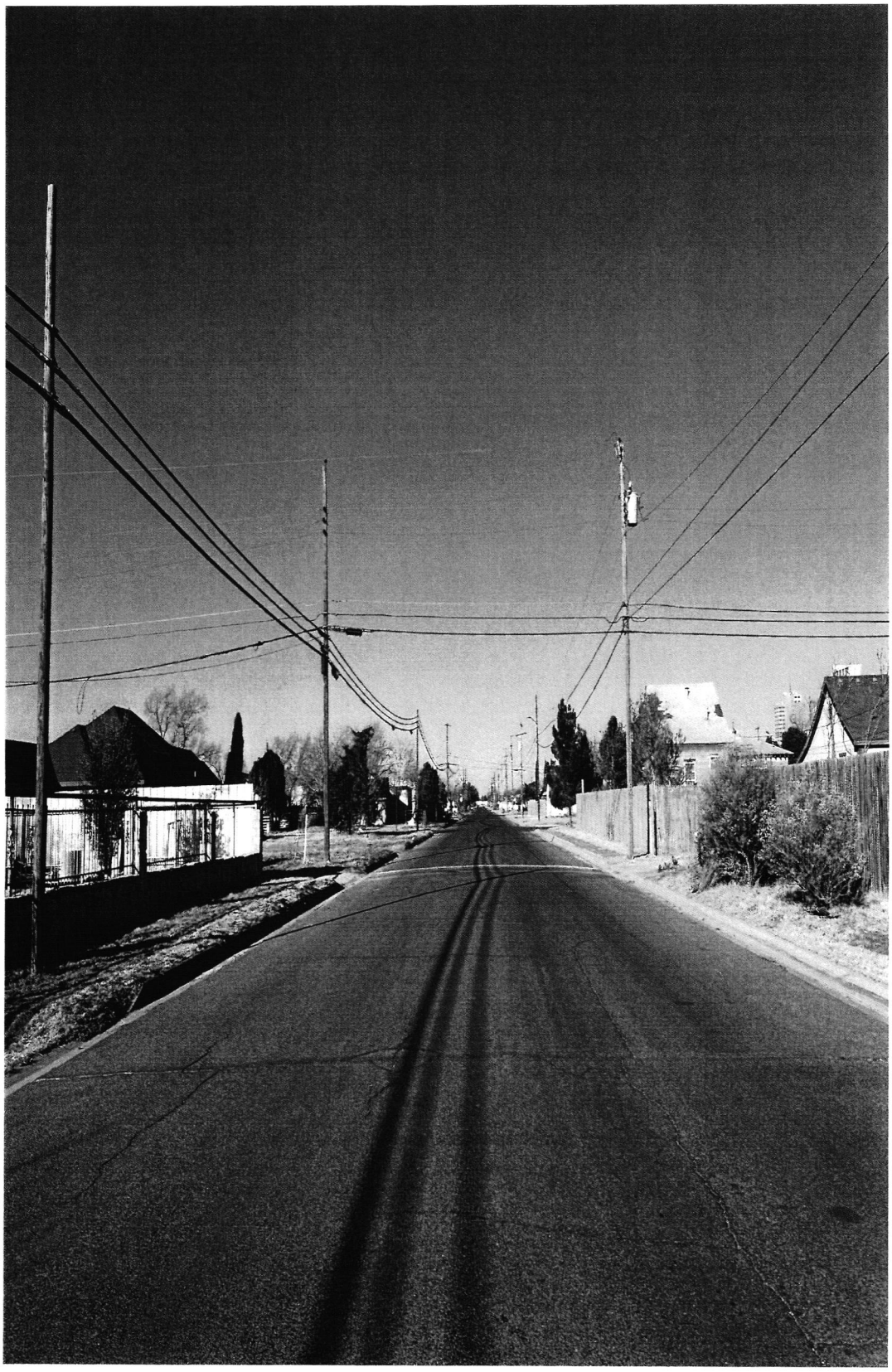
Map By KM, 01 27 2023 **E-23-0092** **Scale: 1" = 200'** **ZONING MAP**

© THE CITY OF MIDLAND - 2021. THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIVACY TOOL IN ITSELF. NO OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY THEORIES BASED UPON THE USE OF THIS DATA

















City Council Meeting

Item Number: 54

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 7.84-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH FAIRGROUNDS ROAD), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Chase Dunnam, is requesting a reduced rear yard setback to construct an accessory building on a commercial property.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

The property is zoned BP, I-20 Business Park District. The minimum rear yard setback for the BP is 20 feet. Per the site plan (Exhibit B), the applicant is proposing a rear yard setback of 10 feet. Therefore, the applicant is requesting a special exception to proceed with the development.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments.

Building: (Approved)

No objections.

Engineering: (Approved)

No objections. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Planning (Denied):

The current zoning and proposed use of this property is consistent with the Future Land Use Map in Chapter 3 of the *Tall City Tomorrow Comprehensive Plan* as it designates this area as Business Park I-20. As the applicant mentions in the application, the site will be utilized by large vehicles with trailers that have large turning radii. However, this is not necessarily a hardship. The layout of the site and floor plans of the buildings could be adjusted to accommodate these vehicles.

Staff recommends denial of this request. However, should it be approved, staff recommends that it be subject to conditions A through C.

Condition:

A. That the minimum rear yard setback shall be 10 feet.

B. That the location of the building identified as "PROPOSED SHOP" in Exhibit

"B", which is attached hereto and incorporated herein, shall conform to Exhibit "B". The reduced minimum rear yard setback granted herein shall not apply to any building or structure except said "PROPOSED SHOP".

C. **That said special exception shall be of no force or effect unless and until a plat of the Property has been approved by the City of Midland and recorded in the official real property records of Midland County, Texas.**

Letters of Objection:

Staff has not received any letters of objection as of December 6, 2023.

Attachments:

Metes & Bounds (Exhibit A)
Site Plan (Exhibit B)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 7.84-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK 38, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH FAIRGROUNDS ROAD), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK, CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property

described as a 7.84-acre tract of land out of Section 6, Block 38, T-2-S, T&P RR Co. Survey,

said tract being more specifically described by metes and bounds in Exhibit "A", which is

attached hereto and incorporated herein (the "Property"), City and County of Midland, Texas. Said special exception shall allow a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be 10 feet.

B. That the location of the building identified as "PROPOSED SHOP" in Exhibit "B", which is attached hereto and incorporated herein, shall conform to Exhibit "B". The reduced minimum rear yard setback granted herein shall apply to any building or structure except said "PROPOSED SHOP".

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SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this

ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

NEWTON ENGINEERING, PC

4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499

F-13856
F-10194809

2481 E. 2nd St.
Odessa, Texas 79761
(432) 935-0707

LEGAL DESCRIPTION FOR A
7.84 ACRE TRACT
LOCATED IN SECTION 6, BLOCK 38, T-2-S, T&P R.R. CO. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS

BEING THE SAME TRACT OF LAND AS DESCRIBED IN DOCUMENT NUMBER 2022-18857, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY

BOUNDARY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an Iron rod found in the north line of Lot 3, Block 1, Garden Twenty Addition, Section 3, as recorded in Cabinet L, Page 34, Midland County Plat Records, and being the southeast corner of Lot 5, Block 1, said Garden Twenty Addition, Section 3 and the southwest corner of said 7.84 acre tract and this tract;

THENCE N 14°16'43" W along the east line of said Lot 5 and the east line of said 7.84 acre tract, a distance of 438.23 feet to a point in the south right-of-way line of Interstate Highway 20, and being the northeast corner of said Lot 5 and the northwest corner of said 7.84 acre tract and this tract;

THENCE N 58°08'37" E along the south right-of-way line of said Interstate Highway 20 and the north line of said 7.84 acre tract, a distance of 787.78 feet to the northwest corner of Lot 2A, Block 1, Garden Twenty Addition, Section 4, as recorded in Cabinet L, Page 128, Midland County Plat Records, and being the most northerly northeast corner of said 7.84 acre tract and this tract;

THENCE S 14°58'39" E along the west line of said Lot 2A and the west line of said 7.84 acre tract, a distance of 64.27 feet to the northeast corner of a 0.31 acre tract as described in Document Number 2018-14006, Official Public Records of Midland County, and being the most southerly northeast corner of said 7.84 acre tract and this tract;

THENCE S 58°08'37" W along the north line of said 0.31 acre tract and the most southerly north line of said 7.84 acre tract, a distance of 80.20 feet to a ½" Iron rod with yellow cap (Illegible) found at the northwest corner of said 0.31 acre tract and the most southwesterly northeast corner of said 7.84 acre tract and this tract;

THENCE S 76°51'23" E along the west line of said 0.31 acre tract and the east line of said 7.84 acre tract, a distance of 33.72 feet to a point of intersection of this tract;

THENCE S 31°51'23" E along the west line of said 0.31 acre tract and the east line of said 7.84 acre tract, a distance of 65.45 feet to a point of intersection of this tract;

THENCE S 14°58'39" E along the west line of said 0.31 acre tract and the east line of said 7.84 acre tract, a distance of 255.16 feet to a point of intersection of this tract;

THENCE S 10°01'21" W along the west line of said 0.31 acre tract and the east line of said 7.84 acre tract, a distance of 56.78 feet to a point in the north line of Lot 4, Block 1, said Garden Twenty Addition, Section 3, and being the southwest corner of said 0.31 acre tract and the most northerly southeast corner of said 7.84 acre tract and this tract;

THENCE S 75°29'26" W along the north line of said Lot 4 and the most northerly south line of said 7.84 acre tract, a distance of 274.01 feet to the northwest corner of said Lot 4 and being an ell corner of said 7.84 acre tract and this tract;

THENCE S 14°58'39" E along the west line of said Lot 4 and the most westerly east line of said 7.84 acre tract, a distance of 200.01 feet to a point in the north line of said Lot 3, and being the southwest corner of said Lot 4 and the most southerly southeast corner of said 7.84 acre tract and this tract;

NEWTON ENGINEERING, PC

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Midland, Texas 79707
(432) 770-0499

F-13856
F-10194809

2481 E. 2nd St.
Odessa, Texas 79761
(432) 935-0707

THENCE S 75°29'26" W along the north line said Lot 3 and the south line of said 7.84 acre tract, a distance of 433.21 feet to the Point of Beginning, containing 7.84 surface acres of land.

Bearings and distances are relative to the Texas State Plane Coordinate System, 1983 NAD, North Central Zone, with a combined Grid Factor of 0.999899952 and a Theta Angle of -00°52'43".

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Dow E Kelly, R.P.L.S. 5707

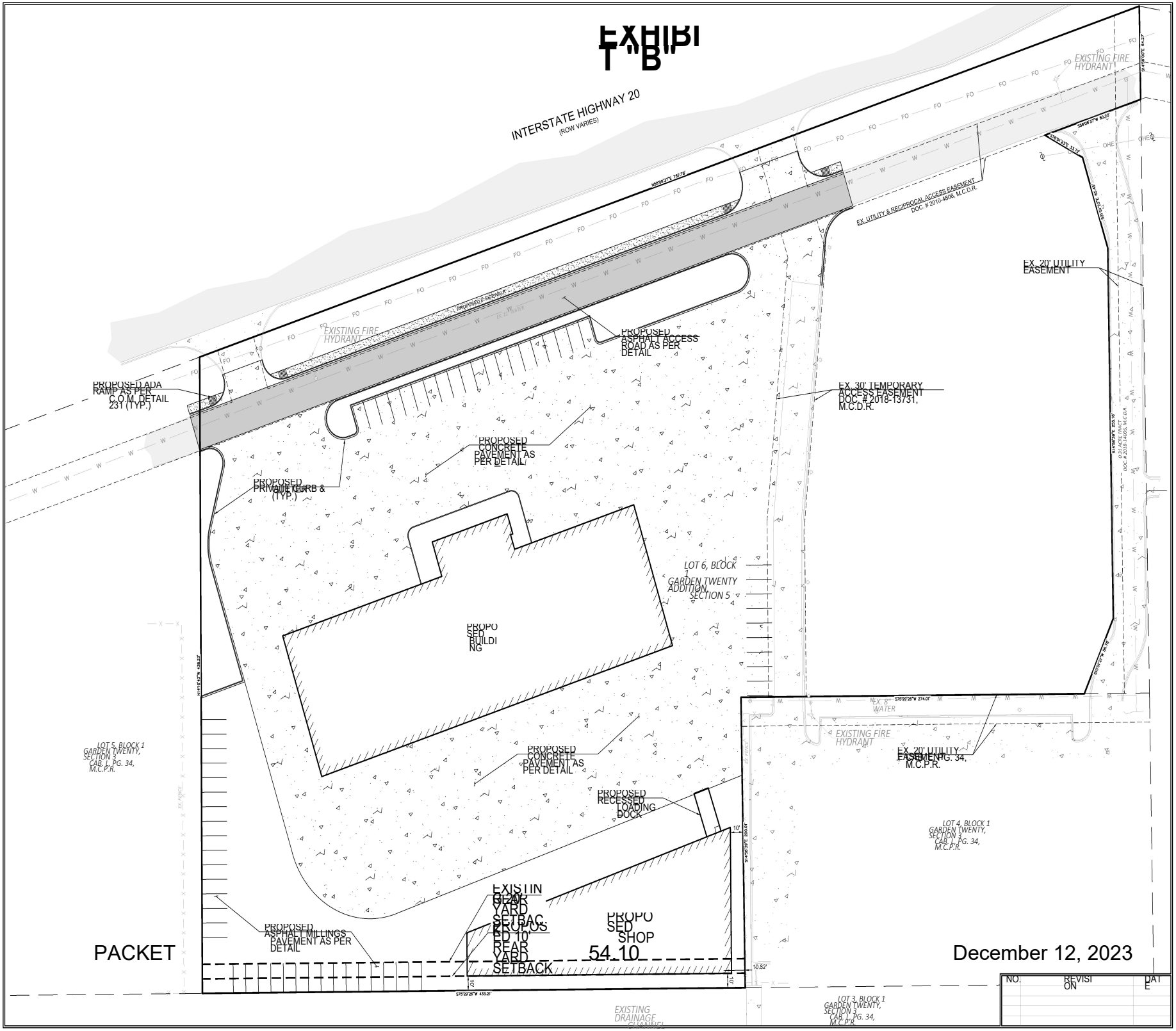
EXHIBIT B
INTERSTATE HIGHWAY 20
(ROW VARIES)
EXISTING FIRE HYDRANT
PROPOSED ASPHALT ACCESS ROAD AS PER DETAIL
EX. UTILITY & RECIPROCAL ACCESS EASEMENT DOC. # 2010-48006, M.C.D.R.
EX. 20' UTILITY EASEMENT
EX. 30' TEMPORARY ACCESS EASEMENT DOC. # 2018-13731, M.C.D.R.
PROPOSED ADA RAMP AS PER C.O.M. DETAIL 231 (TYP.)
PROPOSED CONCRETE PAVEMENT AS PER DETAIL
PROPOSED PRIVATE CURB & GUTTER (TYP.)
LOT 6, BLOCK 1 GARDEN TWENTY ADDITION, SECTION 5
PROPOSED BUILDING
EX. 8" WATER
EXISTING FIRE HYDRANT
EX. 20' UTILITY EASEMENT
CAB. I, PG. 34, M.C.P.R.
LOT 5, BLOCK 1 GARDEN TWENTY, SECTION 3 CAB. I, PG. 34, M.C.P.R.
PROPOSED CONCRETE PAVEMENT AS PER DETAIL
PROPOSED RECESSED LOADING DOCK
LOT 4, BLOCK 1 GARDEN TWENTY, SECTION 3 CAB. I, PG. 34, M.C.P.R.
EXISTING REAR YARD SETBACK
PROPOSED SHOP
PROPOSED 10' REAR YARD SETBACK
54.10
PROPOSED ASPHALT MILLINGS PAVEMENT AS PER DETAIL
EXISTING DRAINAGE CHANNEL
LOT 3, BLOCK 1 GARDEN TWENTY, SECTION 3 CAB. I, PG. 34, M.C.P.R.
PACKET
December 12, 2023
0 30' 60'
(IN FEET)
1 inch = 30 ft.
NEWTON ENGINEERING, PC
2481 E. 2nd St.
Odessa, Texas 79761
(432) 337-0107
F-13859
F-10104809
4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0458
FORREST BROTHERS
NEW TIRE & ALIGNMENT SERVICE STORE
LOT 6, BLOCK 1, GARDEN TWENTY ADDITION, SECTION 5
MIDLAND, TX
NO. REVISION DATE
Project No. 23-0912121
Drawn By: JCB
Checked By:
Scale:
Date: 12/12/2023
Sheet:
1

NEWTON ENGINEERING, PC

4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499

F-13856
F-10194809

2481 E. 2nd St.
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LEGAL DESCRIPTION FOR A
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THENCE N 58°08'37" E along the south right-of-way line of said Interstate Highway 20 and the north line of said 7.84 acre tract, a distance of 787.78 feet to the northwest corner of Lot 2A, Block 1, Garden Twenty Addition, Section 4, as recorded in Cabinet L, Page 128, Midland County Plat Records, and being the most northerly northeast corner of said 7.84 acre tract and this tract;

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THENCE S 31°51'23" E along the west line of said 0.31 acre tract and the east line of said 7.84 acre tract, a distance of 65.45 feet to a point of intersection of this tract;

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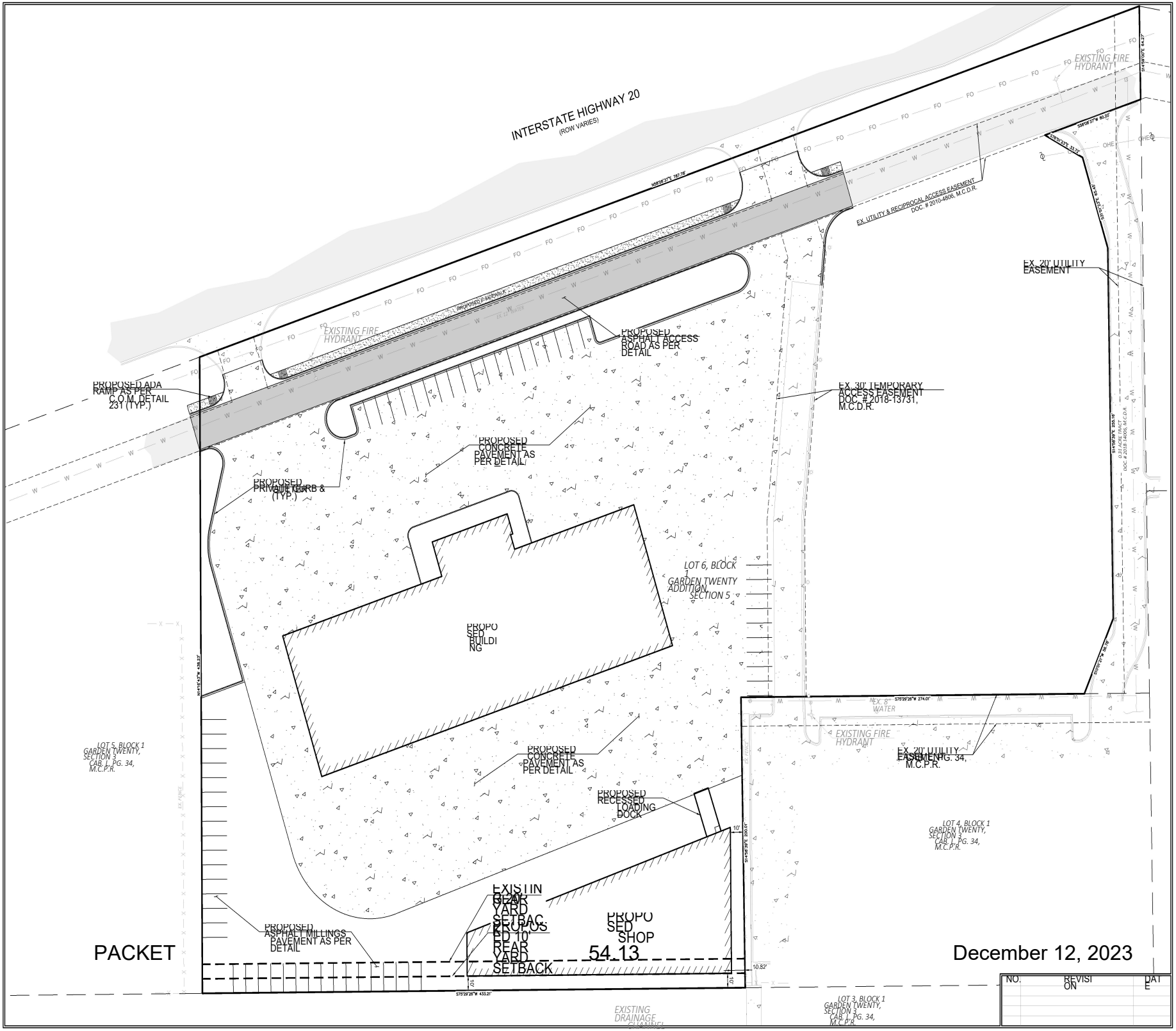
This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Dow E Kelly, R.P.L.S. 5707



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(432) 935-0707

FORREST BROTHERS
NEW TIRE & ALIGNMENT SERVICE STORE
LOT 6, BLOCK 1, GARDEN TWENTY ADDITION, SECTION 5
MIDLAND, TX

NO.	REVISION	DATE

Project No. 23-0409121OC
Date: Sheet:
Drawn By: 2023B
Checked By:
Scale:

01

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Chase Dunnam		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Forrest Hermanos, LLC		Phone ( ) Email	
Address PO Box 1551	City Odessa	State TX	Zip 79760

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: Chase Dunnam		Phone (432) 559-5128 Email chase@newtoncivil.com	
Address 4501A Santa Rosa	City Midland	State TX	Zip 79707

Street Address: N/A

Legal Description
Lot: 6 Block: 1 Subdivision: Garden Twenty Addition, Section 5 (proposed)

Current Zoning: BP

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ■ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: We are requesting a reduced rear yard setback of 10'. The minimum setback for BP zoning according to the zoning ordinance is 20'. The site will be utilized by tractor trailers with large turning radii, and the usable area on the site needs to be maximized. The hotel to the east, which is also zoned BP, is also built at a reduced setback of 10'. There is a wide drainage channel to the south, so a reduced setback would not affect any surrounding property owners or the public.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Chase Dunnam	Date: 10-26-23
Applicant (printed): Chase Dunnam	
Property Owner (signature):	Date: 10-26-23
Property Owner (printed) : Ross Forrest, Managing Member, Forrest Hermanos, LLC	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Chase Dunnam who, being by me duly sworn, upon oath says: That (s)he is authorized by Forrest Hermanos, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Chase Dunnam
Authorized Agent (*signature*)

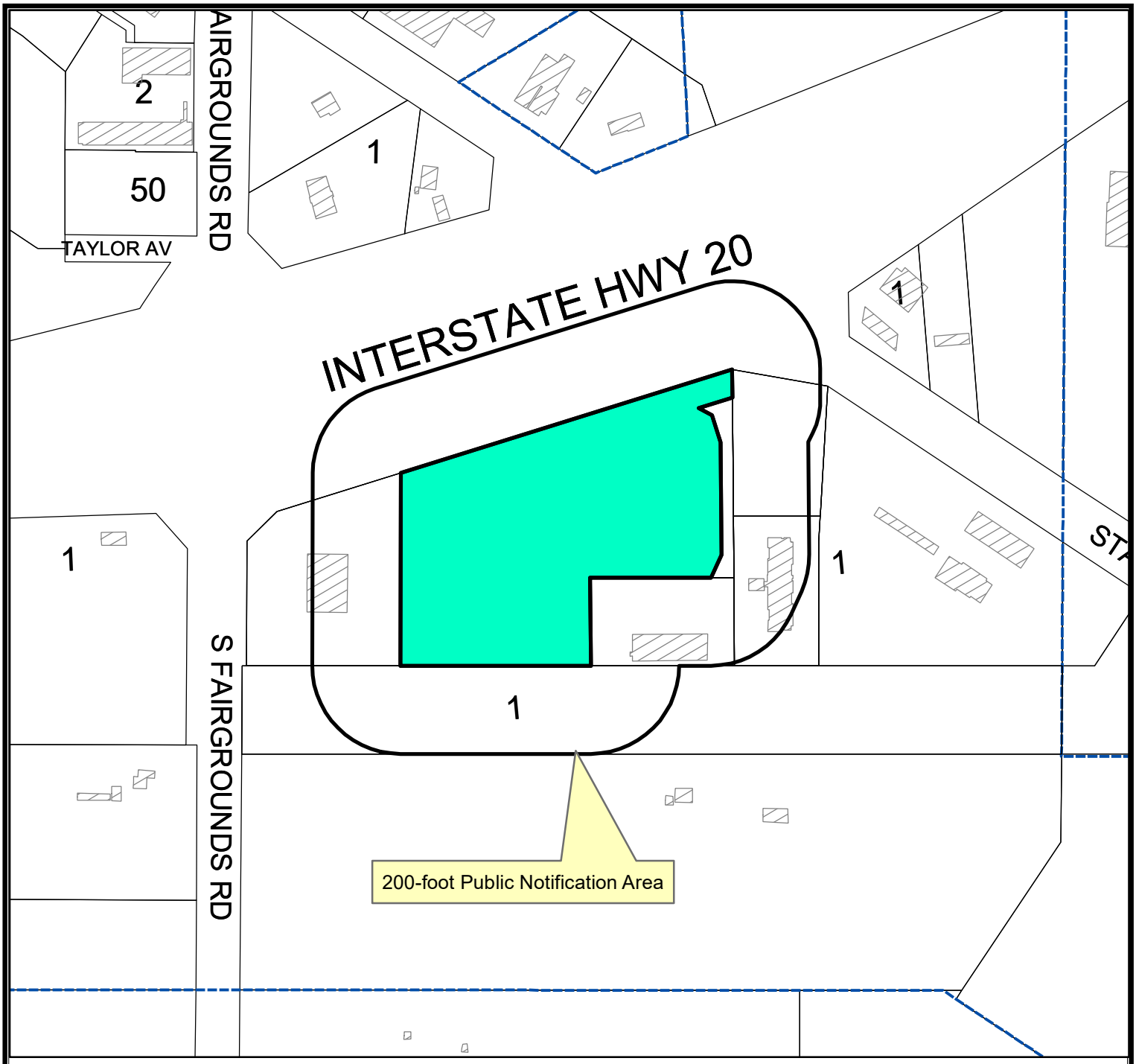
Subscribed and sworn to before me, this 6th day of November, 2023, to certify which witness my hand and seal of office.

PRENTICE WRIGHT
Notary Public, State of Texas
ID # 12992503-6
Expires 8-19-2026

Prentice Wright
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1680	
Received By: Daniel Humberto	Date: NOV 06 2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

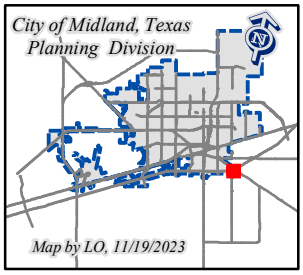
E-23-0111 **Scale: 1" = 325'**

Consider a request by Chase Dunnam for a Special Exception from the City of Midland Zoning Ordinance, Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart, to permit a reduced minimum rear yard setback on a 7.84-acre tract of land located in Section 6, Block 38, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the south side of East Interstate 20, approximately 590-feet east of South Fairgrounds Road (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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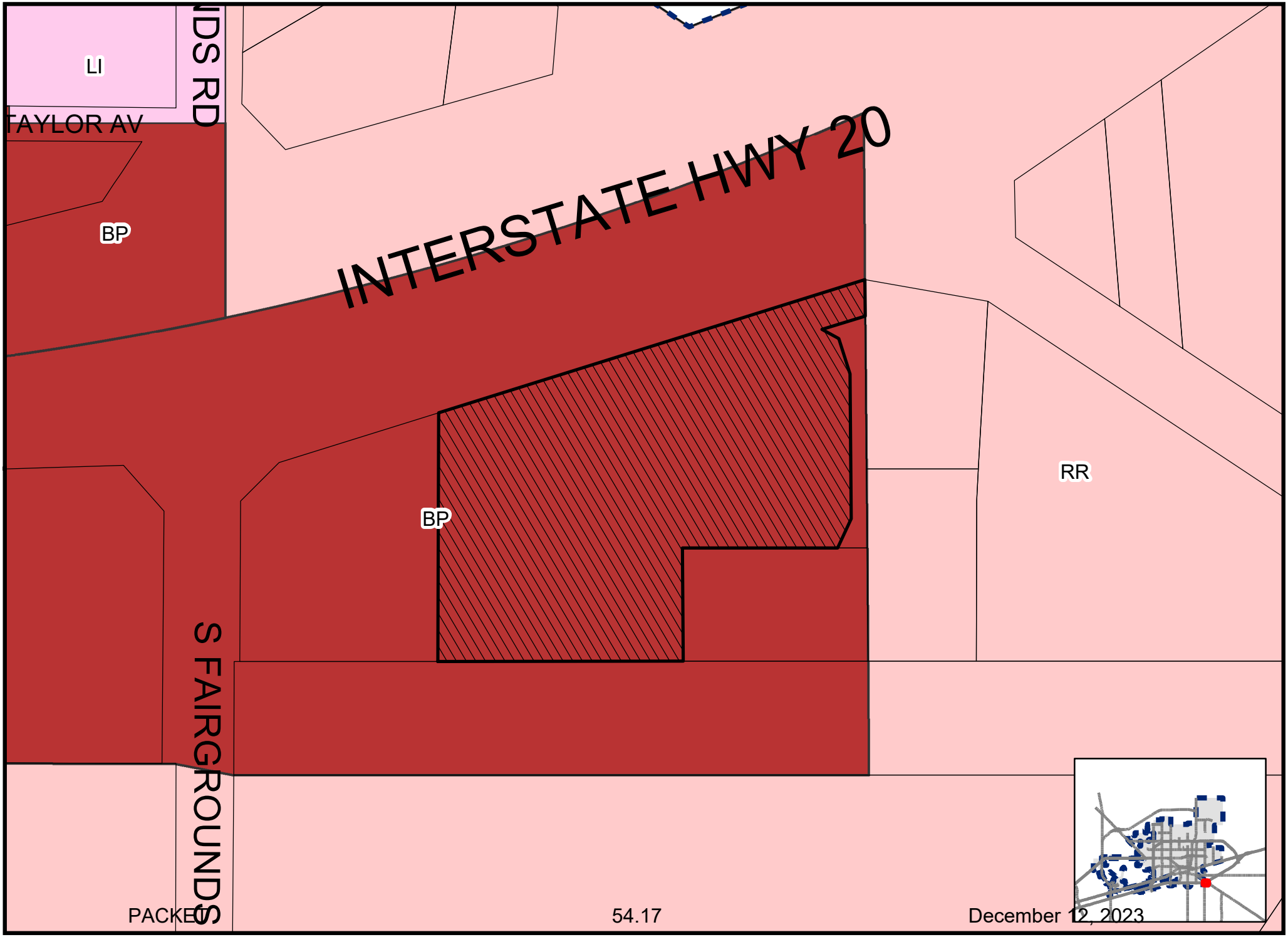
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 11/19/2023

E-23-0111

Scale: 1" = 212'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.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City Council Meeting

Item Number: 55

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 11 AND 12, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 27, CORRECTION PLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WINDHAVEN DRIVE, APPROXIMATELY 400 FEET SOUTH OF DEAUVILLE BOULEVARD), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Todd Leverett, is requesting a reduced front yard setback to construct a canopy of a proposed hotel.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

The property is zoned RR, Regional Retail District which requires a minimum front yard setback of 15 feet. Exhibit A shows that the applicant is proposing a canopy which will be 6' 9.25” feet away from the property line. Therefore, the applicant is requesting a special exception to proceed.

This request has been circulated to all pertinent City departments for review. Below are the departments’ comments.

Fire: (Approved)

No comments.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Planning (Denied):

The Future Land Use Map of the Tall City Comprehensive Plan designates this area as a Special Study and therefore does not have any polices for this area at this time. Being that the property is zoned RR, the use of a hotel is allowed. However, there is no hardship that would warrant this request. The design of the canopy and overall site plan could be adjusted to meet the 15 foot front yard setback.

Staff recommends denial of this request. However, should City Council approve it, staff recommends that it be subject to conditions A and B.

Condition:

A. **That the minimum front yard setback shall be six feet nine and one-quarter inches (6' 9.25").**

B. **That the location of the porte cochere shall conform to Exhibit "A", which is attached hereto and incorporated herein. The reduced minimum front yard setback granted herein shall not apply to any building or structure except the porte cochere.**

Letters of Objection:

Staff has not received any letters of objection as of December 6, 2023.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 11 AND 12, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 27, CORRECTION PLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WINDHAVEN DRIVE, APPROXIMATELY 400 FEET SOUTH OF DEAUVILLE BOULEVARD), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lots 11 and 12, Block 8, Westridge Park Addition, Section 27, Correction Plat, City and County of Midland, Texas. Said special exception shall allow a reduced minimum front yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum front yard setback shall be six feet nine and one-quarter inches (6' 9.25").

B. That the location of the porte cochere shall conform to Exhibit "A", which is attached hereto and incorporated herein. The reduced minimum front yard setback granted herein shall not apply to any building or structure except the porte cochere.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Cristina Burns, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

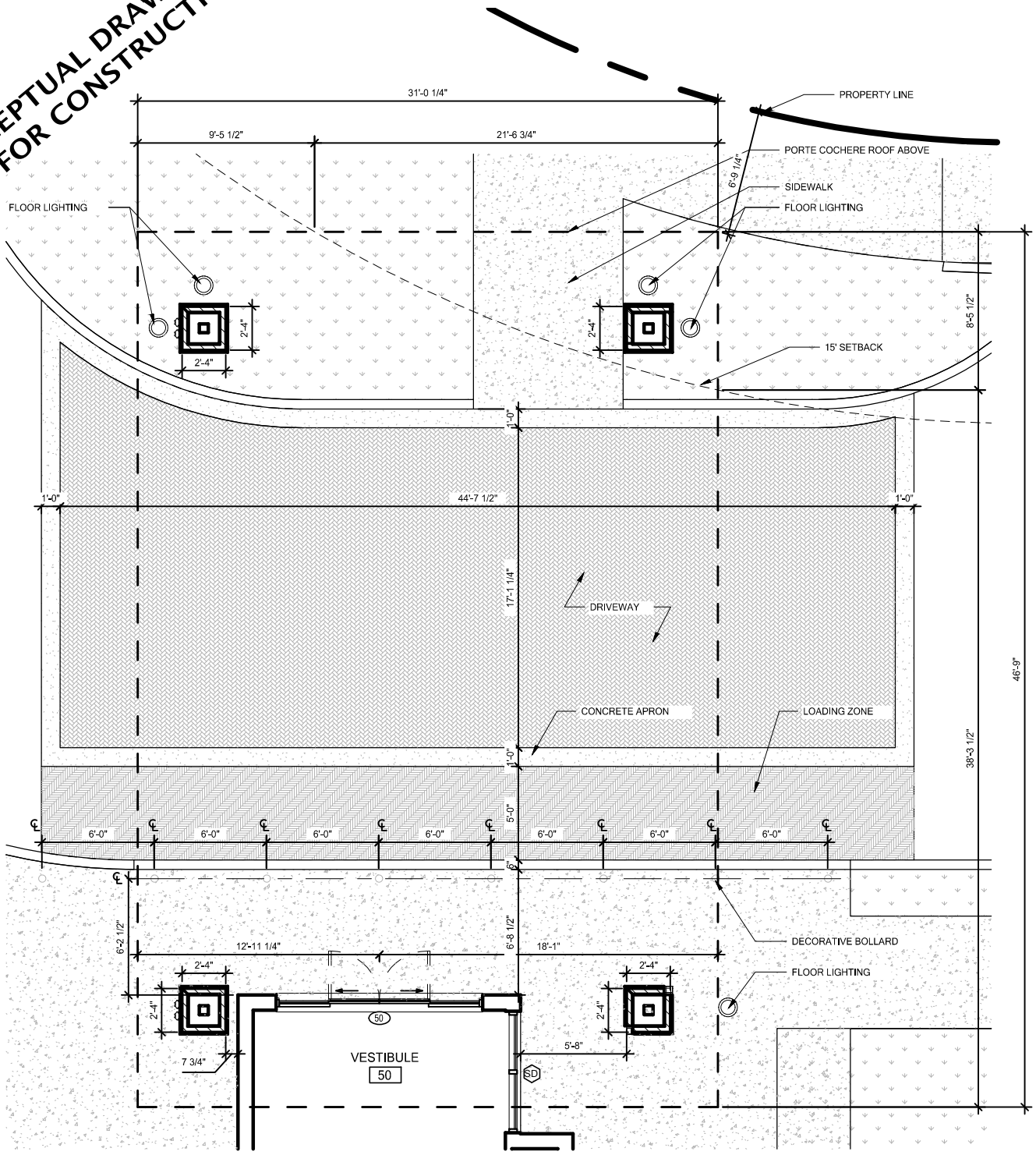
Mayse & Associates, Inc.
Architecture • Planning • Constr. Management

EXHIBIT "A"

14881 Quorum Dr.
Dallas, Texas
Phone: (972) 386-0338

Suite 800
75254
Fax: (972) 386-0578

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION



1 ENLARGED PLAN - PORTE COCHERE
SCALE: 1/8" = 1'-0"

HAMPTON INN WINDHAVEN DRIVE MIDLAND, TX 79706	Job Number: 22153 Date: 11/7/2023 Drawn by: H.L.	SPECIAL EXCEPTION VARIANCE - ENLARGE PORTE COCHERE PLAN	SK-01

PACKET 55.8 December 12, 2023

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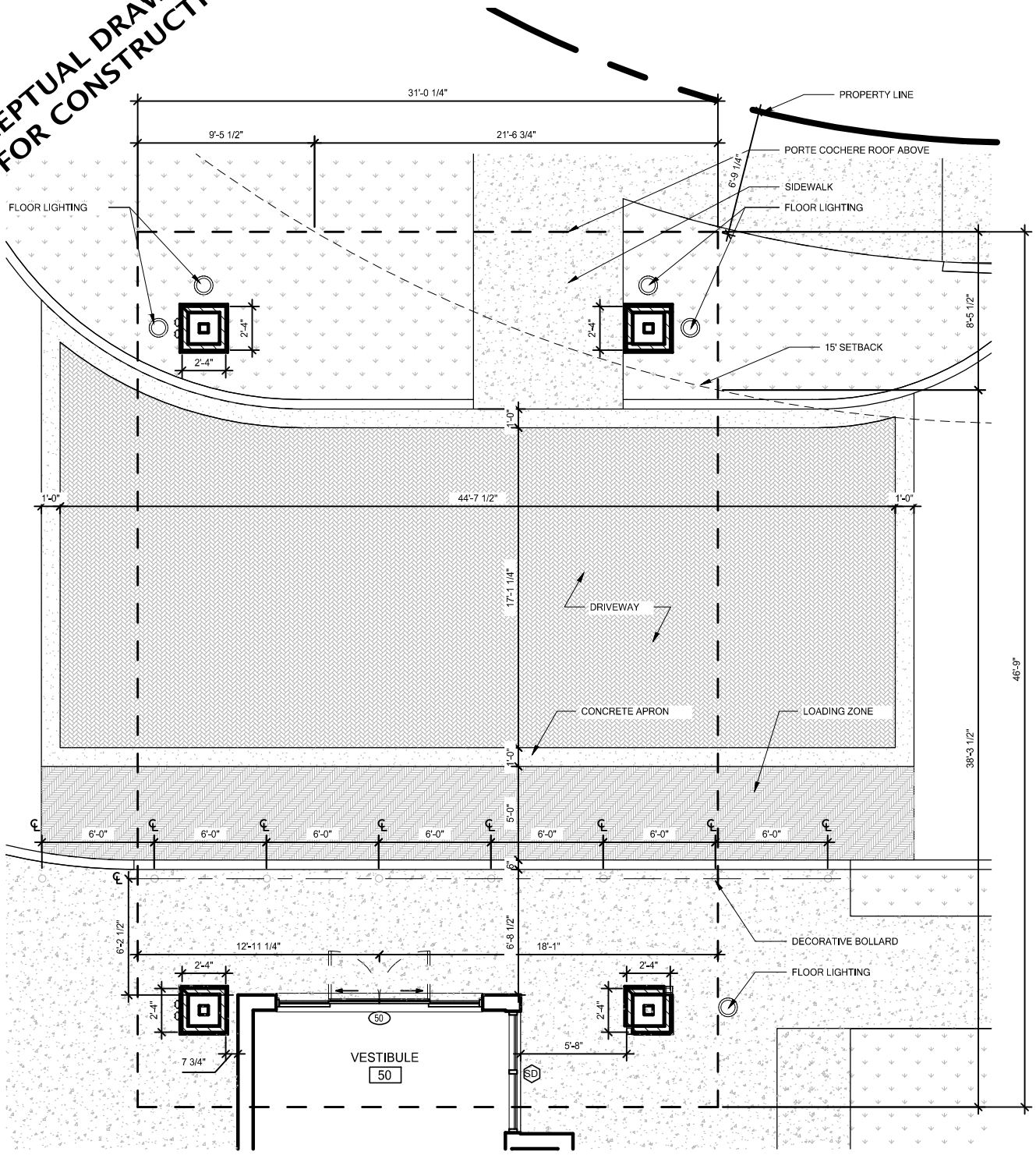
Mayse & Associates, Inc.
Architecture • Planning • Constr. Management

14881 Quorum Dr.
Dallas, Texas
Phone: (972) 386-0338

Suite 800
75254
Fax: (972) 386-0578

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION



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MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (972) 386-0338 Email	
Printed Name: Todd Leverett - Mayse & Associates, Inc.		tleverett@mayseassociates.com	
Address 14881 Quorum Drive	City Dallas	State Tx	Zip 75254

Property Owner Printed Name: Midland TW Development, LP		Phone (972) 386-0338 Email tleverett@mayseassociates.com	
Address 401 Tradewinds Blvd.	City Midland	State Tx	Zip 79706

Representative *(if different from Applicant or Property Owner)* Firm: Mayse & Associates, Inc		Phone (972) 386-0338 Email	
Printed Name: Todd Leverett - Mayse & Associates, Inc.		tleverett@mayseassociates.com	
Address 14881 Quorum Drive	City Dallas	State Tx	Zip 75254

Street Address: 1107 or 1113 Windhaven Drive, Midland Tx 79706

Legal Description
Lot: 11 & 12 Block: 8 Subdivision: Westridge Park Addition - Section 27

Current Zoning: RR

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ■ The addition of architectural or other projections of a minor extent.

Reason for Request: Refer to the accompanying letter

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Todd Leverett	Date: 9/8/2023
Applicant (printed): Todd Leverett	
Property Owner (signature): Darpan Bhakta	Date: 9/8/2023
Property Owner (printed): Insignia Hospitality Group, Inc.	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Darpan Bhakta who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland TW Dev., 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.

Darpan Bhakta

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 2nd day of October, 2023, to certify which witness my hand and seal of office.

Devashri Purohit

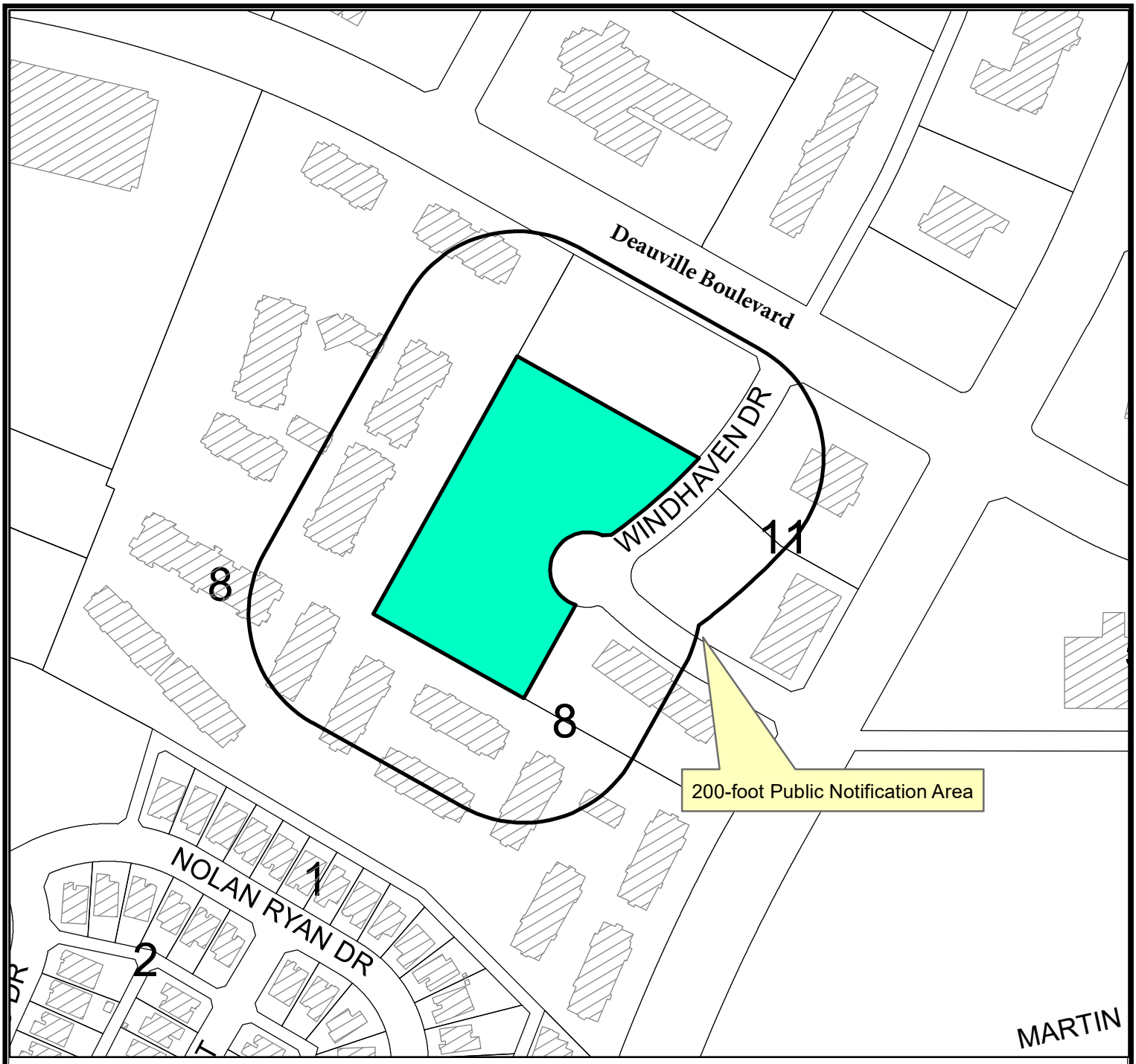
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

DEVASHRI V. PUROHIT
NOTARY PUBLIC
ID# 131048702
State of Texas
Comm. Exp. 03-17-2025

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 16260	
Received By:	Date: 10/9/23

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

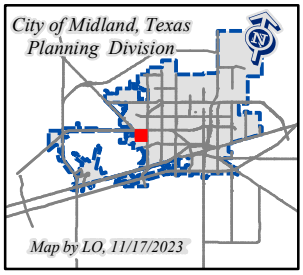
E-23-0109 **Scale: 1" = 104'**

Consider a request by Todd Leverett for a Special Exception from the City of Midland Zoning Ordinance, Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart, to permit a reduced minimum front yard setback on Lot 11 and Lot 12, Block 8, Correction Plat of Westridge Park Addition, Section 27, City and County of Midland, Texas.

Generally located on the west side of Windhaven Drive, approximately 400 feet south of Deauville. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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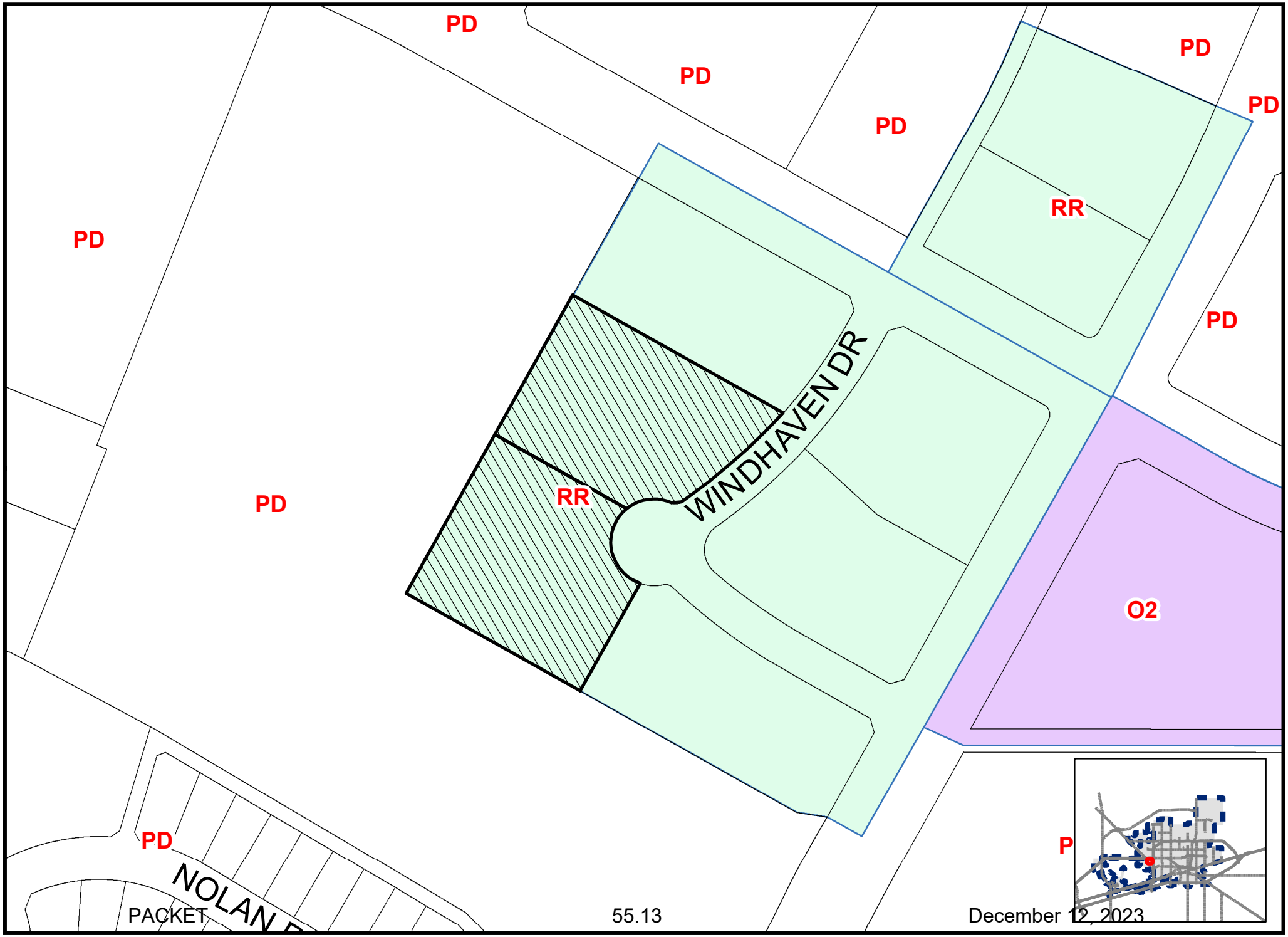
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 11/17/2023

E-23-0109

Scale: 1" = 167'

ZONING MAP

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FOR LEASE



City Council Meeting

Item Number: 56

Meeting Date: December 12, 2023

To: City Council / City Manager

From: Christy Weakland, Director

Subject: AN ORDINANCE INCREASING THE CITY OF MIDLAND'S EMPLOYER CONTRIBUTION RATE TO THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND FROM 22.2 PERCENT TO 24.2 PERCENT OF THE PARTICIPATING EMPLOYEES' GROSS PAY; PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2024; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE) (Provide Sound Governance & Fiscal Management)

Purpose:

This increase will partially remedy the unfunded liability for the Midland Firefighter's Relief and Retirement Fund.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund and will be reallocated for this purpose.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

Actions are needed to fund the unfunded liability for the Midland Firefighter's Relief and Retirement Fund. The unfunded liability is $109,123,112 as of December 31, 2021. This is one of several potential actions to be taken by both the firefighters and the City to move the funding status of the pension within acceptable range as set forth by the Pension Review Board of

Texas. This change will take effect beginning January 1, 2024.

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE CITY OF MIDLAND'S EMPLOYER CONTRIBUTION RATE TO THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND FROM 22.2 PERCENT TO 24.2 PERCENT OF THE PARTICIPATING EMPLOYEES' GROSS PAY; PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2024; AND ORDERING PUBLICATION

WHEREAS, Section 29(b) of the Texas Local Fire Fighters Retirement Act requires the City of Midland to make employer contributions to the Midland Firemen's Relief and Retirement Fund (the "Fund") at the same rate paid by employees or 12 percent, whichever is the smaller rate, and authorizes the City Council to adopt a greater employer contribution rate by ordinance; and

WHEREAS, the current participating employees' contribution rate to the Fund is 14.2 percent of their gross pay, and the City's current employer contribution rate to the Fund is 22.2 percent of the participating employees' gross pay; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt an employer contribution rate to the Fund of 24.2 percent of the participating employees' gross pay;

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

SECTION ONE. That the City Council hereby adopts, on behalf of the City of Midland, an employer contribution rate to the Fund of 24.2 percent of the participating employees' gross pay. This employer contribution rate shall become effective January 1, 2024 (the "Effective Date") and shall supersede the City's contribution rate to the Fund that existed prior to the Effective Date.

SECTION TWO. That the City Comptroller is hereby authorized and directed to appropriate funds from the General Fund unappropriated fund balance to pay for the employer contribution rate to the Fund established in Section One hereof.

SECTION THREE. That 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. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Morris Williams, Jr., Deputy City Manager

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland
Office Memorandum

DATE: November 20, 2023

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney

SUBJECT: Resolution authorizing the execution of all documents necessary to settle litigation styled *City of Midland, Texas v. Timber Floyd, et al.* (142nd Judicial District Court, Midland County, Texas; Cause No. CV56771).

The proposed resolution authorizes the City Manager or the City Manager's designee and the City Attorney to execute all documents necessary to settle the above-referenced lawsuit. This matter has been placed on your executive session for discussion, if needed.

If you have any questions regarding this matter, please do not hesitate to contact me.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO SETTLE LITIGATION STYLED CITY OF MIDLAND, TEXAS V. TIMBER FLOYD, ET AL. (142ND JUDICIAL DISTRICT COURT, MIDLAND COUNTY, TEXAS; CAUSE NUMBER CV56771)

WHEREAS, the City Council of the City of Midland, Texas finds it to be in the public interest to settle the litigation styled City of Midland, Texas v. Timber Floyd, et al. (142nd Judicial District Court, Midland County, Texas; Cause No. CV56771);

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

SECTION ONE. That the City Manager, the Deputy City Manager, or an Assistant City Manager, and the City Attorney are hereby authorized and directed to execute all documents necessary to settle the litigation styled City of Midland, Texas v. Timber Floyd, et al. (142nd Judicial District Court, Midland County, Texas; Cause No. CV56771). Such authorization shall include, without limitation, the authority to execute, on behalf of the City of Midland, any and all agreements, legal instruments, and documents necessary and appropriate to effectuate the parties' exchange of land and other obligations pursuant to the terms of the settlement.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay all costs associated with effectuating said settlement from the General Liability Fund, the Water & Sewer Fund, and/or any other such fund or budget account deemed appropriate by the City Comptroller, City Manager, and/or City Attorney.

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:

_____
John Ohnemiller, City Attorney

City of Midland
Office Memorandum

DATE: November 30, 2023

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney

SUBJECT: Resolution authorizing the execution of all documents necessary to settle the Railroad Commission proceeding between the City of Midland, Texas, and Pilot Water Gathering Delaware, LLC.

The proposed resolution authorizes the City Manager, or the City Manager's designee, and the City Attorney to execute all documents necessary to settle the Railroad Commission proceeding between the City of Midland, Texas, and Pilot Water Gathering Delaware, LLC. This matter has been placed on your executive session for discussion, if needed.

If you have any questions regarding this matter, please do not hesitate to contact me.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO SETTLE THE RAILROAD COMMISSION PROCEEDING BETWEEN THE CITY OF MIDLAND, TEXAS, AND PILOT WATER GATHERING DELWARE, LLC

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to settle the Railroad Commission ("RRC") proceeding between the City of Midland, Texas, and Pilot Water Gathering Delaware, LLC (RRC Docket Nos. OG-22-00012404, OG-22-00012405, OG-22-00012406, OG-22-00012408, OG-22-00012409, and OG-23-00014402 (collectively, the "RRC Proceeding");

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

SECTION ONE. That the City Manager, the Deputy City Manager, or an Assistant City Manager, and the City Attorney are hereby authorized and directed to execute all documents necessary to settle the Railroad Commission Proceeding between the City of Midland, Texas, and Pilot Water Gathering Delaware, LLC. Such authorization shall include, without limitation, the authority to execute, on behalf of the City of Midland, the Settlement Agreement, Produced Water Disposal Site Lease Agreement, and First Amendment to Right of Way License, and any and all other agreements, legal instruments, and documents necessary and appropriate to effectuate the parties' settlement.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay any and all costs associated with effectuating said settlement from such fund or budget account deemed appropriate by the City Comptroller, City Manager, and/or City Attorney.

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:

_____
John Ohnemiller, City Attorney