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

**CITY OF MIDLAND, TEXAS**
**AGENDA FOR CITY COUNCIL MEETING**
**January 26, 2021 - 10:00 AM**
**300 North Loraine**
**Midland, Texas**
**Council Chamber - City Hall**

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**Videoconference Information**

Please click this URL to join. https://zoom.us/j/92473575871?pwd=Q0ZwSWZ2cWg5Smpka0VGVkN2L0g2Zz09
Passcode: 448333

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 924 7357 5871
International numbers available: https://zoom.us/u/abF66wdOv9

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

## OPENING ITEMS

1. Invocation – Minister Josh Gatewood, Stonegate Fellowship

2. Pledge of Allegiance

## PRESENTATIONS

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

    a. Presentation of 2020 Management Awards

## CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. REGULAR CITY COUNCIL MEETING OF JANUARY 12, 2021

5. 2021-013 – RESOLUTION APPROVING THE PURCHASE OF ADDITIONAL STORAGE CAPACITY FOR DATA CENTER BACKUP HARDWARE AND MAINTENANCE FOR THE PRIMARY DATA CENTER FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM UNIQUE DIGITAL TECHNOLOGY, LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $264,000.00 (GENERAL SERVICES)

6. 2021-014 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FROM STERLING MCCALL FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $800,000.00 (GENERAL SERVICES)

7. 007-2021 – MOTION AUTHORIZING THE INTERIM CITY MANAGER OR THE INTERIM CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST OF QUALIFICATIONS FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES ASSOCIATED WITH FUTURE CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS AT MIDLAND INTERNATIONAL AIR & SPACE PORT AND MIDLAND AIRPARK AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (AIRPORTS)

8. 008-2021 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE GATE #6 ELEVATED WALKWAY INSTALLATION PROJECT (700244-505) AT MIDLAND INTERNATIONAL AIR & SPACE PORT, 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 INTERIM CITY MANAGER OR THE INTERIM 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 (AIRPORTS)

9. 2021-015 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH FLAGSHIP AIRPORT SERVICES, INC., OF SOUTHLAKE, TEXAS, FOR JANITORIAL SERVICES AT MIDLAND INTERNATIONAL AIR AND SPACE PORT FOR A TOTAL COST OF $6,352,258.00 (AIRPORTS)

10. 2021-016 – RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE PERMIAN BASIN BICYCLE ASSOCIATION REGARDING A CERTAIN 135.285-ACRE TRACT OF LAND OUT OF TRACTS 11 AND 12, SECTION 44, BLOCK 38, TOWNSHIP-1-SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (COMMUNITY SERVICES)

11. 2021-017 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

PROGRAM; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDS (POLICE)

**SECOND READINGS**

12. 10139 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 42.30-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T& P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST SIDE OF CARRIAGE ROAD, APPROXIMATELY 1,740 FEET SOUTH OF OCCIDENTAL PARKWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 12, 2021)

13. 10140 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 AND 15, BLOCK 1, WADLEY HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF MOGFORD STREET AND WEST WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 12, 2021)

14. 10141 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOTE BUSH DRIVE AND WEST INTERSTATE 20); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 12, 2021)

15. 10142 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,295-SQUARE FOOT PORTION OF LOT 3, LESS THE EAST 2.14 ACRES, BLOCK 15A, OXFORD HEIGHTS, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ILLINOIS AVENUE, APPROXIMATELY 800 FEET EAST OF NORTH MIDLAND 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 (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 12, 2021)

16. 10144 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 194, SOUTHERN ADDITION, AND LOT 3, BLOCK 2, SOUTH PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH JEFFERSON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST FLORIDA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD JANUARY 12, 2021)

## PUBLIC HEARINGS

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

17. 10145 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 11, CORRECTION PLAT OF WESTRIDGE PARK ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND WINDHAVEN DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

18. 10146 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1B, BLOCK 56A, BELMONT ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 360 FEET EAST OF RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

19. 10147 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 316-

SQUARE FOOT PORTION OF LOT 2E, BLOCK 4, CORPORATE PLAZA, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 366 FEET EAST OF NORTH BIG SPRING STREET AND APPROXIMATELY 876 FEET NORTH OF CORPORATE DRIVE), WHICH IS PRESENTLY ZONED O-2, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN CONNECTION WITH A FOOD AND BEVERAGE SALES STORE FOR OFF-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

20. 10148 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.08-ACRE TRACT OF LAND OUT OF TRACT 3, MIDKIFF HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 160 FEET WEST OF NORTH MIDKIFF ROAD AND APPROXIMATELY 250 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

21. 10149 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.58-ACRE TRACT OF LAND LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND MAPLE AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

## MISCELLANEOUS

22. 2021-018 – RESOLUTION AUTHORIZING CERTAIN MIDLAND DEVELOPMENT CORPORATION CONTRACTS (CITY MANAGER)

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

## EXECUTIVE SESSION

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.

Respectfully Submitted,

Robert Patrick
Interim 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**
**January 12, 2021**

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., January 12, 2021.

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

The meeting was called to order at 10:02 a.m.

## OPENING ITEMS

1. Invocation – Pastor Bob Pase, Grace Lutheran Church

2. Pledge of Allegiance

## CONSENT AGENDA

Lori Blong moved to approve the Consent Agenda items 3-16, excluding item 7; seconded by Jack Ladd.

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

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. REGULAR CITY COUNCIL MEETING OF DECEMBER 15, 2020

4. 2021-001 – RESOLUTION APPROVING THE CITY OF MIDLAND'S FISCAL YEAR 2021 INVESTMENT POLICY (FINANCE)

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5. 2021-002 – RESOLUTION AWARDING A CONTRACT FOR THE MARIENFELD TRAFFIC SIGNAL IMPROVEMENTS PROJECT TO ONYX GENERAL CONTRACTORS, LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF $815,643.92; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

6. 2021-003 – RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $497,883.00 (GENERAL SERVICES)

8. 2021-005 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2021 MICRO-SURFACING AND SLURRY SEAL PROJECT TO INTERMOUNTAIN SLURRY SEAL, INC. OF LEWISVILLE, TEXAS, AT A TOTAL COST OF $2,922,726.96; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

9. 2021-006 – RESOLUTION AWARDING A CONTRACT FOR THE ANETTA DRIVE MILL AND INLAY BOND PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $1,415,493.50; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

10. 2021-007 – RESOLUTION AWARDING A CONTRACT FOR THE “A” STREET STORM DRAIN AND UTILITIES PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,862,799.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

11. 2021-008 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) ROLL-OFF REFUSE TRUCK BODIES ON INTERNATIONAL CAB AND CHASSIS AND FIVE (5) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CAB AND CHASSIS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR THE GARAGE DIVISION AT A TOTAL COST OF $1,303,038.99 (GENERAL SERVICES)

12. 2021-009 – RESOLUTION AWARDING A CONTRACT TO TEC EXCAVATION, INC., FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS - BRIARWOOD AVENUE UTILITY IMPROVEMENTS PROJECT FOR A COST OF $273,979.00; AND APPROVING CONTINGENCIES IN THE AMOUNT OF $68,494.00 (GENERAL SERVICES)

13. 2021-010 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2021 MISCELLANEOUS CONCRETE PROGRAM TO DESERT PAVING, INC. OF ODESSA, TEXAS, AT A TOTAL COST NOT TO EXCEED $1,250,000.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

14. 2021-011 – RESOLUTION AWARDING A CONTRACT FOR THE CITYWIDE PAVEMENT MARKING PROJECT TO WEST TEXAS BARRICADES, LLC, DOING BUSINESS AS BARRICADES UNLIMITED, OF LUBBOCK, TEXAS, AT A TOTAL COST NOT TO EXCEED $174,070.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

15. 001-2021 – MOTION ACCEPTING A GRANT AWARD OF $95,632.00 FROM THE



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FISCAL YEAR 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND AUTHORIZING THE APPROPRIATION OF SAID FUNDS TO THE POLICE JUSTICE GRANT FUND (074) (POLICE)

16. 002-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 5, 8, 9 AND 10, BLOCK 38, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY TEXAS (UTILITIES)

**The following items were pulled from consent agenda and considered individually.**

7. 2021-004 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MAVERICK CIVIL & SURVEY, LLC, DBA MAVERICK ENGINEERING, INC., FOR THE ANALYSIS AND DESIGN FOR THE REPLACEMENT/REHABILITATION OF THREE WASTEWATER LINES UNDER LOOP 250 FOR THE UTILITIES DEPARTMENT FOR A COST OF $140,300.00; AND APPROVING $35,075.00 FOR CONTINGENCIES (GENERAL SERVICES)

Council Member Blong asked if we know the estimated cost. Utilities Director Carl Craigo reported that we do not know at this time, but will by the end of this project. When asked what percentage of the pipes are clay, Mr. Craigo reported approximately 40% and they are normally the larger pipes and can be in major thoroughfares.

Lori Blong moved to approve Resolution No. 2021-004; seconded by Jack Ladd.

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

**SECOND READINGS**

17. 10129 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 22 AND THE WEST 97.3 FEET OF LOT 23, BLOCK 81, PERMIAN ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 383 FEET WEST OF THOMASON DRIVE), 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 (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 17, 2020)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10129.

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Jack Ladd moved to approve the second and final reading of Ordinance No. 10129; seconded by Lori Blong.

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

18. 10138 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 15A, BLOCK 133, SOUTHERN ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT, IN PART, AND SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH WEATHERFORD DRIVE, APPROXIMATELY 75 FEET NORTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD DECEMBER 15, 2020)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10138.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10138; seconded by Jack Ladd.

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

## PUBLIC HEARINGS

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

19. 003-2021 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO PARSLEY ENERGY OPERATIONS, LLC FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELL: HOGAN 1-24-H-2415HZ; SAID WELL BEING GENERALLY LOCATED 1,840 FEET NORTH OF EAST LOOP 250 NORTH AND 1,381 FEET WEST OF NORTH FAIRGROUNDS ROAD EXTENSION (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:09 a.m.

Council Member Dufford asked if quiet frac was being used. Chris Hamilton, Parsley Energy, reported he needs to confirm that.

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

20. 10139 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 42.30-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK



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38, T-1-S, T& P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST SIDE OF CARRIAGE ROAD, APPROXIMATELY 1,740 FEET SOUTH OF OCCIDENTAL PARKWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting this is a zone change to place additional smaller sized lots within the subdivision. There are a total of 231 sites and there are two common areas. This will allow a minimum of 45-foot wide lots. It has been reviewed by all departments with no objections. It went to Planning & Zoning on December 7 and was approved. No letters of objection were received. Council Member Trost asked if this is an extension of what is currently in place. Mr. Harrington confirmed it was.

Council Member Dufford asked how many additional homes this would add to the subdivision. Mr. Harrington reported that in terms of the total subdivision it would add 4-5 lots, similar to the last section.

Council Member Ladd noted that the last section was being called an experiment. Mr. Harrington noted it had never been done in Midland before and this offers the opportunity to visit it to see the impact. Council Member Ladd asked if this was a similar request to the last one and now they want another one? Mr. Harrington confirmed it was.

Mayor Payton opened the public hearing at 10:14 a.m.

Chris Berry, Betenbough Homes, thanked Council for hearing their request. They are excited to get the previous zoning passed that will provide an opportunity for more affordable homes in Midland. The new request will allow for additional home sites. He heard a concern about the proximity of amenities and added that this will be near the walking trail which will soon be fully complete. By reducing the lot width to 45 feet it allows for $3,000 per home site in savings which makes a bigger impact in affordability. In the two phases there will around 230 homes. By allowing the smaller lot width about 11 additional homes can be added in the two phases.

Council Member Ladd expressed concern about lack of amenities and that it would make it a worse neighborhood. He asked how many more homes would be built in future phases. Mr. Berry noted in all three phases there would be around 300-350 homes. Council Member Ladd added that if there are four people per home there could be 1,800 people for a one acre park and asked Mr. Berry if he could see his concern. Mr. Berry added that the park will be maintained by a homeowners association and he felt there were plenty of amenities for the community to enjoy.

Council Member Dufford asked if going to 45-foot wide lots saved $3,000.00, why not go to 40-foot wide lots and save $6,000.00. Mr. Berry felt that there would not be staff support for that and they did not have a product that worked on a 40-foot wide lot. Their core product is for a 45-foot wide lot. Council Member Dufford noted he would prefer to see things mixed up instead of all the same size lots together. Mr. Berry noted they work very hard at keeping



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their fronts because they do not want it to feel like they are all the same house.

Council Member Blong asked how many people were on the waiting list. Mr. Berry wasn't sure noting in the past year it was around 100 but he felt it might be around 20. Council Member Blong asked questions about the walking trail. Mr. Berry noted it will be about one mile in length when it is built out. Council Member Blong noted that hike and bike trails are an amenity that a lot of people want.

Council Member Trost felt this reminded him of the veterans homes that were built following the war of neighborhoods that looked exactly alike for miles. Twenty to thirty years later they were not such nice neighborhoods. He asked if Staff has heard from the surrounding community. Mr. Harrington had not and did not believe Staff had either. Council Member Blong reported she spoke with people who have lived in these communities noting Council would benefit from having conversations and interacting with the people who have benefitted from living in these communities.

Dustin Eggleston, Lubbock TX, noted that they have homes in the development with larger home sites. They are building a product that is both acceptable to the consumer and also addresses affordability. They are reducing costs in order to pass on the savings to the consumer. $3,000.00 may not seem like a lot of money but for some people it makes the difference in qualifying or not. They do not sell to investors or companies. They are not doubling their lot count. This is an extension of prior phases in a different portion of the community. Council has publicly supported a more efficient home site to address affordability and this is what it looks like. Smaller cost savings in aggregate adds up to make a difference. Their lot widths go from 45 feet up to 85-feet wide throughout the community. In this development, the home site lot widths are interspersed and when you are driving down the street, unless you are really paying attention, you can't tell the difference. There is no compromise on aesthetics.

There being no one else wishing to speak, the public hearing was closed at 10:40 a.m.

Lori Blong moved to approve the first of two readings of Ordinance No. 10139; seconded by John Norman.

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

21. 10140 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 AND 15, BLOCK 1, WADLEY HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF MOGFORD STREET AND WEST WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

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Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10140.

Mayor Payton opened the public hearing at 10:41 a.m.

Council Member Ladd asked to hear from the owner. Sierra Strickland reported she was not the owner, but the tenant and was available to answer questions. Council Member Ladd asked if she was able to reach out to the gentleman who expressed concerns. Ms. Strickland reported his concern was for traffic and he doesn't want anybody parking adjacent to his house. Mr. Ladd asked if he was comfortable. Ms. Strickland noted he wasn't extremely comfortable, but if the owner doesn't rent to them, they would rent to another business that would occupy the property.

There being no one else wishing to speak, the public hearing was closed a t 10:43 a.m.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10140; seconded by Scott Dufford.

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

22. 10141 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOTE BUSH DRIVE AND WEST INTERSTATE 20); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10141.

Mayor Payton opened the public hearing at 10:44 a.m.

Roman Cabello, 1403 Marshall, reported he was available for questions.

There being no one else wishing to speak, the public hearing was closed at 10:45 a.m.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10141; seconded by Lori Blong.

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

DRAFT

23. 10142 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,295-SQUARE FOOT PORTION OF LOT 3, LESS THE EAST 2.14 ACRES, BLOCK 15A, OXFORD HEIGHTS, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ILLINOIS AVENUE, APPROXIMATELY 800 FEET EAST OF NORTH MIDLAND 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 (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10142.

Development Services Director Chuck Harrington gave a brief overview of item noting the applicant is looking to serve alcoholic beverages in a restaurant. Council Member Norman added that this is a soul food restaurant and the food is very good.

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

Jack Ladd moved to approve the first of two readings of Ordinance No. 10142; seconded by Lori Blong.

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

24. 10143 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 9,357-SQUARE FOOT PORTION OF LOT 2A, BLOCK 1A, MIDKIFF PLAZA ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST 250 LOOP NORTH, APPROXIMATELY 1,036 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10143.

Mayor Payton opened the public hearing at 10:49 a.m.

DRAFT

Garret Haley, Lubbock, was available for questions.

There being no one else wishing to speak, the public hearing was closed at 10:49 a.m.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10143; seconded by John Norman.

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

25. 10144 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 194, SOUTHERN ADDITION, AND LOT 3, BLOCK 2, SOUTH PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH JEFFERSON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST FLORIDA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10144.

Council Member Robnett asked if these lots are rezoned and then replatted together. Development Services Director Chuck Harrington reported the developer is wanting to rezone to SF-3 which are smaller lots even though in the area it is SF-2.

Mayor Payton opened the public hearing at 10:51 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Norman asked what is the major difference between SF-2 and SF-3. Mr. Harrington reported that SF-3 allows for smaller lots. The applicant's lots do not meet the requirements of SF-2. He added that all lots in the neighborhood are having the same issue. When asked if they have to pay a fee, Mr. Harrington reported they have to pay an application fee.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10144; seconded by Lori Blong.

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

26. 2021-012 – RESOLUTION AMENDING THE CITY OF MIDLAND CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR FISCAL YEARS 2020 THROUGH 2024 (OCTOBER 2020 TO SEPTEMBER 2024) AND THE 2020-2021 ACTION PLAN TO SAID CONSOLIDATED PLAN; AND AUTHORIZING THE

DRAFT

ALLOCATION OF FUNDS (DEVELOPMENT SERVICES)

CDBG Manager Isaac Garnett gave a brief overview of the item noting this is the action plan for the 2021 Fiscal Year that has been amended. It was published in the newspaper, sent out for comment for 14 days, and is now here for a public hearing. The proposal is to use $1.4 million of COVID funds for specific projects related to the health department including $600,000.00 for vaccinations, $600,000.00 for other COVID items, and $200,000.00 for the homeless network. He added that the City has a responsibility from HUD to address homelessness. An email was received from an individual in the community and a project was devised to possibly link and contract with local motels/hotels for homeless people that have been exposed to COVID. By staying in a hotel they will not further expose other individuals. The project will pay for hotel rooms and sterilizing the room after use. If the money is not spent, it will go back to the CDBG budget.

Mayor Payton opened the public hearing at 10:59 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve Resolution No. 2021-012; seconded by John Norman.

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

**MISCELLANEOUS**

27. 004-2021 – DISCUSS THE EXPENDITURE OF CORONA VIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS OR OTHER SUCH GRANT FUNDS IN RELATION TO VACCINATIONS, INCLUDING FACILITIES, AND OTHER MATTERS INCIDENT AND RELATED THERETO. THE CITY COUNCIL MAY TAKE ACTION ON THIS MATTER (CITY MANAGER)

Mayor Payton noted no action would be taken on this item.

28. 005-2021 – MOTION APPROVING A CITY COUNCIL RETREAT CURRENTLY SCHEDULED FOR MARCH 18TH, 2021 (CITY MANAGER)

Council Member Trost asked why the retreat was changing from a 2-3 day retreat to only one day. Council Member Dufford reported that at first there were a lot of staff reviews that took a lot of time. They also did some team building exercises and personnel reviews. He thinks they have gotten shorter because everyone seems to be on the same page for the direction of the City. Another reason is that with more technology Council now has a lot more information at their fingertips than ever before.

Council Member Trost felt that an unbiased outside facilitator would still be helpful which will give everybody the opportunity to express their opinions and create a sense of comradery. He asked staff if they feel like they get enough direction in a one-day retreat.

Assistant City Manager Morris Williams felt that staff got the same information in one day



DRAFT

as two days adding that the second day did not guarantee anything. The second day allows more time for staff to give reports and have more team building exercises, but the meat and potatoes of the retreat could be obtained in one day, in his opinion.

Interim City Manager Robert Patrick added that in the past, retreats have been successful and the upcoming year was created with a common goal. Oftentimes those priorities have to reevaluated in a couple of months because of the dynamics of a rapidly growing City. It was noted that the Mayor has been meeting with Council Members for priorities and he believes that those will all come up at the retreat. Mr. Williams added that Staff will provide their vision and Council will set the priorities. They expect Staff to give reports the first part of the day and Council to set priorities in the second part.

Mayor Payton noted he was offering his services as a facilitator, but had no objection to hiring an outside person.

Staff was directed to see if a facilitator could be found for this event. No action was taken on this item.

29. 006-2021 – MOTION AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT AND ANY OTHER DOCUMENT NECESSARY AND APPROPRIATE FOR THE PURCHASE OF LOTS 1-12, BLOCK 66, ORIGINAL TOWN, MIDLAND, MIDLAND COUNTY TEXAS (CITY MANAGER)

Mayor Payton noted no action would be taken on this item.

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

Mayor Payton noted no action would be taken on this item.

**EXECUTIVE SESSION**

Mayor Payton recessed the meeting at 11:00 a.m. to go to Executive Session noting that items 27-30 would be heard following Executive Session.

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

a. Section 551.071, Consultation with the City Attorney

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

b. Section 551.087, Deliberate Economic Development Negotiations

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

DRAFT

Council met in Executive Session until 12:10 p.m. Mayor Payton reconvened the meeting in Regular Session at 12:15 p.m. with Council Members present except Council Member Ladd.

All the business at hand having been completed, the meeting adjourned at 12:28 p.m.

PASSED AND APPROVED January 26, 2021.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

# City Council Meeting

**Item Number:** 5

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

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

**Subject:** RESOLUTION APPROVING THE PURCHASE OF ADDITIONAL STORAGE CAPACITY FOR DATA CENTER BACKUP HARDWARE AND MAINTENANCE FOR THE PRIMARY DATA CENTER FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM UNIQUE DIGITAL TECHNOLOGY, LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $264,000.00 (GENERAL SERVICES)

---

**Purpose:**

Approval of a resolution approving the purchase of additional storage capacity for Data Center Backup hardware and maintenance for the Primary Data Center.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding is available in the FY21 Technology Fund operating budget.

**Discussion:**

Staff recommends purchasing additional storage capacity for Data Center Backup hardware and maintenance for the Primary Data Center. This hardware is available from Unique Digital Technology Inc. through Department of Information Resources (DIR) contract DIR-TSO-4299. 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 current backup system was replaced last year and at that time staff decided to procure partial storage capacity.

The capacity buildout will accommodate the current needs and future growth for backups on and off site. Please see the memo from Jennifer Frescaz, Chief Information Officer, for further discussion on this purchase.

Therefore, please consider approval of a resolution approving the purchase of replacement hardware for the Primary Data Center to Unique Digital Technology Inc of Houston, Texas through Department of Information Resources (DIR) contract DIR-TSO-4299 for the cost of $264,000.00.

Morris Williams Jr.

City Manager's Office

**DATE:** January 11, 2021

**TO:** Erika Munoz, Purchasing Manager

**FROM:** Jennifer Frescaz, Chief Information Officer

**SUBJECT:** Request a resolution to purchase additional storage capacity for Data Center Backup Hardware

---

Consider a resolution approving the purchase of added storage to expand the data capacity for the backup system at the main datacenter and the backup datacenter. The requested purchase is from Unique Digital for $264,000 via DIR-TSO-4299.

The current backup system was replaced last year and at that time we decided to procure partial storage capacity. Our plan was to monitor the storage utilization and data compression rate to determine how much additional storage capacity would be needed. After several months of monitoring the backups staff recommends to fully maximize the storage capacity on the backup system. The capacity buildout will accommodate the current needs and future growth for backups on and offsite.

The purchase also includes remote support and the maintenance renewal on the equipment.

The cost of the replacement is budgeted in the Technology Fund. The total cost of the purchase is $264,000.

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE PURCHASE OF ADDITIONAL STORAGE CAPACITY FOR DATA CENTER BACKUP HARDWARE AND MAINTENANCE FOR THE PRIMARY DATA CENTER FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM UNIQUE DIGITAL TECHNOLOGY, LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $264,000.00**

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

**WHEREAS**, Unique Digital Technology, LLC, has submitted a total proposed cost to the City for the purchase of additional storage capacity for data center backup hardware and maintenance for the Primary Data Center, through the DIR, as shown on the quotes attached hereto as Exhibit "A" and incorporated herein for all purposes; and

**WHEREAS**, the City Council finds the price proposed for said additional storage and maintenance through the DIR to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to purchase said additional storage and maintenance through DIR;

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

**SECTION ONE.** That the Interim City Manager is hereby authorized and directed to purchase said additional storage and maintenance from Unique Digital Technology, LLC, through the DIR, at a total cost to the City of $264,000.00.

**SECTION TWO.** That the City Comptroller is hereby authorized and directed to pay for said additional storage and maintenance from funds available in the FY21 Technology Fund operating budget, upon proper receipt of invoices or statements approved by the Interim 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# Quote

| Date | Quote # |
|---|---|
| 16-Dec-20 | CityOfMidland_16475_v02 |

**Bill To:**
City Of Midland

**DIR-TSO-4299**

**Ship To:**
City Of Midland

**Account Executive**
Caitlin Matheny
5151 Belt Line Road
Dallas, Texas 75254
(972) 980- 1900

| Item SKU | Description | Qty | UOM | Unit List Price (USD) | Customer Discounted Unit Price (USD) | Customer Discounted Total Price (USD) |
|---|---|---|---|---|---|---|
| | **MAIN IDPA DP4400 SW ONLY - 72TB** | | | | | |
| | **SOFTWARE** | | | | | |
| 528-CJZG | IDPA DP4400 12TB upgrade | 6 | EA | $48,340.00 | $14,000.00 | $84,000.00 |
| | **MAIN IDPA DP4400 SW ONLY - 72TB Software Sub-Total** | | | | | **$84,000.00** |
| | **PROFESSIONAL SERVICES** | | | | | |
| UDI-PS-UINST | Unique Digital Services: 30 Block Hours | 1 | | | $6,000.00 | $6,000.00 |
| | **Services Sub-Total** | | | | | **$6,000.00** |

| | |
|---|---|
| **Configuration Total** | **$90,000.00** |
| **Tax** | **Exempt** |
| **Shipping** | **Included** |
| **Total Price** | **$90,000.00** |

**SIGNATURE**

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*

# Quote

| Date | Quote # |
|---|---|
| 16-Dec-20 | CityOfMidland_16475_v02 |

**Bill To:**
City Of Midland

**DIR-TSO-4299**

**Ship To:**
City Of Midland

**Account Executive**
Caitlin Matheny
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| | **DR IDPA DP4400 SW ONLY - 72TB** | | | | | |
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| 528-CJZG | IDPA DP4400 12TB upgrade | 6 | EA | $48,340.00 | $14,000.00 | $84,000.00 |
| | **DR IDPA DP4400 SW ONLY - 72TB Software Sub-Total** | | | | | **$84,000.00** |

| | |
|---|---|
| **Configuration Total** | **$84,000.00** |
| **Tax** | **Exempt** |
| **Shipping** | **Included** |
| **Total Price** | **$84,000.00** |

**SIGNATURE**

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*

# Quote

| Date | Quote # |
|---|---|
| 16-Dec-20 | CityOfMidland_16475_v02 |

**Bill To:**
City Of Midland

**DIR-TSO-4299**

**Ship To:**
City Of Midland

**Account Executive**
Caitlin Matheny
5151 Belt Line Road
Dallas, Texas 75254
(972) 980- 1900

| Item SKU | Description | Qty | UOM | Unit List Price (USD) | Customer Discounted Unit Price (USD) | Customer Discounted Total Price (USD) |
|---|---|---|---|---|---|---|
| | **IDPA DP4400 - 72TB** | | | | | |
| | **SUPPORT** | | | | | |
| 487-BEHQ | ProSupport Plus Mission Critical Upgrade ENV CONFIG 12TB Software Support-Maintenance, 36 Month(s) | 12 | EA | $26,103.60 | $7,500.00 | $90,000.00 |
| | **IDPA DP4400 - 72TB Support Sub-Total** | | | | | **$90,000.00** |

| | |
|---|---|
| **Configuration Total** | **$90,000.00** |
| **Tax** | **Exempt** |
| **Shipping** | **Included** |
| **Total Price** | **$90,000.00** |

**SIGNATURE**

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*

# Quote

| Date | Quote # |
|---|---|
| 16-Dec-20 | CityOfMidland_16475_v02 |

**Bill To:**
City Of Midland

**DIR-TSO-4299**

**Ship To:**
City Of Midland

**Account Executive**
Caitlin Matheny
5151 Belt Line Road
Dallas, Texas 75254
(972) 980- 1900

| Item SKU | Description | Qty | UOM | Unit List Price (USD) | Customer Discounted Unit Price (USD) | Customer Discounted Total Price (USD) |
|---|---|---|---|---|---|---|
| | **DR IDPA DP4400 SW ONLY - 72TB** | | | | | |
| | **SOFTWARE** | | | | | |
| 528-CJZG | IDPA DP4400 12TB upgrade | 6 | EA | $48,340.00 | $14,000.00 | $84,000.00 |
| | **DR IDPA DP4400 SW ONLY - 72TB Software Sub-Total** | | | | | **$84,000.00** |

| | |
|---|---|
| **Configuration Total** | **$84,000.00** |
| **Tax** | **Exempt** |
| **Shipping** | **Included** |
| **Total Price** | **$84,000.00** |

**SIGNATURE**

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*

# Quote

| Date | Quote # |
|---|---|
| 16-Dec-20 | CityOfMidland_16475_v02 |

**Bill To:**
City Of Midland

**DIR-TSO-4299**

**Ship To:**
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Caitlin Matheny
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| Item SKU | Description | Qty | UOM | Unit List Price (USD) | Customer Discounted Unit Price (USD) | Customer Discounted Total Price (USD) |
|---|---|---|---|---|---|---|
| | **MAIN IDPA DP4400 SW ONLY - 72TB** | | | | | |
| | **SOFTWARE** | | | | | |
| 528-CJZG | IDPA DP4400 12TB upgrade | 6 | EA | $48,340.00 | $14,000.00 | $84,000.00 |
| | **MAIN IDPA DP4400 SW ONLY - 72TB Software Sub-Total** | | | | | **$84,000.00** |
| | **PROFESSIONAL SERVICES** | | | | | |
| UDI-PS-UINST | Unique Digital Services: 30 Block Hours | 1 | | | $6,000.00 | $6,000.00 |
| | **Services Sub-Total** | | | | | **$6,000.00** |

| | |
|---|---|
| **Configuration Total** | **$90,000.00** |
| **Tax** | **Exempt** |
| **Shipping** | **Included** |
| **Total Price** | **$90,000.00** |

**SIGNATURE**

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*

# Quote

| Date | Quote # |
|---|---|
| 16-Dec-20 | CityOfMidland_16475_v02 |

**Bill To:**
City Of Midland

**DIR-TSO-4299**

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| Item SKU | Description | Qty | UOM | Unit List Price (USD) | Customer Discounted Unit Price (USD) | Customer Discounted Total Price (USD) |
|---|---|---|---|---|---|---|
| | **IDPA DP4400 - 72TB** | | | | | |
| | **SUPPORT** | | | | | |
| 487-BEHQ | ProSupport Plus Mission Critical Upgrade ENV CONFIG 12TB Software Support-Maintenance, 36 Month(s) | 12 | EA | $26,103.60 | $7,500.00 | $90,000.00 |
| | **IDPA DP4400 - 72TB Support Sub-Total** | | | | | **$90,000.00** |

| | |
|---|---|
| **Configuration Total** | **$90,000.00** |
| **Tax** | **Exempt** |
| **Shipping** | **Included** |
| **Total Price** | **$90,000.00** |

**SIGNATURE**

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*

# City Council Meeting

**Item Number:** 6

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

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

**Subject:** RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FROM STERLING McCALL FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $800,000.00 (GENERAL SERVICES)

---

**Purpose:**

Approval of a resolution authorizing the purchase of two (2) ambulances from Sterling McCall Ford through Houston-Galveston Area Council (H-GAC) for the cost of $800,000.00.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Financing is available in the Garage Fund.

**Discussion:**

Staff recommends purchasing these ambulances from Sterling McCall Ford through the Houston-Galveston Area Council (H-GAC) for a total cost of $800,000.00. We are members of the H-GAC cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2020 is $800,000.00. These ambulances are replacements to the fleet. Please refer to the memos from Manuel Salinas, Garage Superintendent and Fire Chief Blumenauer, for further discussion concerning this purchase.

Therefore, please consider a resolution approving the purchase of two (2) ambulances from

Sterling McCall Ford of Houston, Texas through H-GAC for a total cost of $800,000.00.

Morris Williams Jr.

City Manager's Office

# Fleet Services Division

**INTEROFFICE MEMORANDUM**

**TO:** **Regina Stephenson**

**FROM:** **Manuel Eloy Salinas**

**SUBJECT:** **2021 Ford F-350 Type I (Ambulance)**

**DATE:** **01/14/2021**

**Fleet services is requesting the purchase of (2) two Ambulances, to replace units that have gone beyond their useful service life. It will assist our EMS Department in increasing its ability to respond to emergencies in a more efficient and timely manner and avoid unnecessary down time due to mechanical issues. Budgeted amount for FY2021 for (2) two Ambulances is $800,000. Purchasing amount for (2) two Ambulances is $800,000.**

**Sincerely,**

**Manuel Eloy Salinas**

**City of Midland Garage Superintendent**

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FROM STERLING McCALL FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $800,000.00**

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

**WHEREAS**, Sterling McCall Ford of Houston, Texas, has submitted a total proposed cost to the City of $800,000.00 for the purchase of two (2) ambulances through H-GAC, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

**WHEREAS**, the Council finds the price proposed by Sterling McCall Ford through H-GAC for said ambulances to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to purchase said ambulances from Sterling McCall Ford through H-GAC for a total cost of $800,000.00;

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

**SECTION ONE.** That the Interim City Manager is hereby authorized and directed to purchase two (2) ambulances from Sterling McCall Ford through H-GAC for a total cost of $800,000.00.

**SECTION TWO.** That the City Comptroller is hereby authorized and directed to pay for said ambulances from funds available in the Garage Fund upon receipt of proper invoices or statements approved by the Interim 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

| HGACBuy | CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only | Contract No.: | AM10-20 | Date Prepared: | 01/14/21 |
|---|---|---|---|---|---|

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUSTTherefore please type or print legibly.Therefore please type or print legibly.**

| | | | |
|---|---|---|---|
| Buying Agency: | Midland Fire Department | Contractor: | Sterling McCall Ford Q2165-1 HGAC |
| Contact Person: | David Stacy | Prepared By: | Pablo Cantu |
| Phone: | | Phone: | (281) 588-5007 |
| Fax: | | Fax: | (281) 588-5150 |
| Email: | dstacy@midlandtexas.gov | Email: | pcantu@sterlingmccallford.com |

| Product Code: | AM20HD05 | Description: | Type I 12' on Ford F-350 Gas 4x2 Reg Cab |
|---|---|---|---|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** **$162,000.00**

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

| | Description | Cost | | Description | Cost |
|---|---|---|---|---|---|
| 1171 | Module // Module // 4" Taller 12' Module Upgrade | $4,000.00 | 1011 | General // All products listed in the current Stryk | 28,000.00 |
| 1090 | Chassis // Tire Chains // Onspot Tire Chains | $3,500.00 | 1199 | Module // SCBA // (2) SC-50-H-6-SF SCBA bra | 1,000.00 |
| 1078 | Chassis // Running Boards // ArcRite Running Board w/ | $1,250.00 | | | |
| 1031 | Chassis // Air Horn System // Dual 10" & 12" Air Horns | $1,250.00 | | | |
| 1032 | Chassis // Air Horn System // Fast RecoveryCompresso | $1,500.00 | | | |
| 1192 | Module // PowerSource // Onan | $10,000.00 | | | |
| 1187 | Module // Paint // Two Tone 12' | $3,250.00 | | | |
| 1185 | Module // Paint // SuperTherm Coating on Roof for 12' | $1,250.00 | | | |
| 1128 | Module // Conspicuity // Conspicuity on the Rear of the | $1,750.00 | | | |
| 1178 | Module // Opticom // GPS Opticom | $6,000.00 | | | |
| 1197 | Module // Safe // Medvault w/ Wifi | $3,000.00 | | **Subtotal From Additional Sheet(s):** | $0.00 |
| 1157 | Module // Front Scene // Spectra SPA260 | $2,750.00 | | **Subtotal B:** | $68,500.00 |

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

| Description | Cost | Description | Cost |
|---|---|---|---|
| UNOC-1720: Furnish and Intall radio equipment | $10,000.00 | UNOC- Brushed Stainless in lieu of diamond plate | $1,500.00 |
| UNOC-Shipped Loose Items | $154,675.00 | **Subtotal From Additional Sheet(s):** | $0.00 |
| UNOC-Furnsih and install cradlepoint | $2,825.00 | **Subtotal C:** | $169,000.00 |

| **Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).** | **For this transaction the percentage is:** | 73% |
|---|---|---|

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

| **Quantity Ordered:** | 2 | **X Subtotal of A + B + C:** | $399,500.00 | = | **Subtotal D:** | $799,000.00 |
|---|---|---|---|---|---|---|

| **E. H-GAC Order Processing Charge (Amount Per Current Policy)** | **Subtotal E:** | $1,000.00 |
|---|---|---|

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

| Description | Cost | Description | Cost |
|---|---|---|---|
| | | | |
| | | | |
| | | **Subtotal F:** | $0.00 |

| **Delivery Date:** | | **G. Total Purchase Price (D+E+F):** | $800,000.00 |
|---|---|---|---|

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# Customer Quote

**Order No.:** Q2165-0001
**Quote Date:** 1/13/2021
**Expiration Date:** 2/22/2021
**Salesperson:** Kalyn Salsman

**Invoice To:**

Midland Fire Department
City of Midland
P.O. Box 1152
Midland TX 79702
US

**Attention:**

Firefighter
David Stacy
dstacy@midlandtexas.gov

| No. | Item | Quantity | U/M | Unit Price | Net Amount |
|---|---|---|---|---|---|
| 1 | MODULE<br>Type I 12' 4" Module | 2.000 | EA | $ 201,195.00 | $ **402,390.00** |
| 2 | CHASSIS<br>2021 Ford F-350 Gasoline | 2.000 | EA | $ 41,977.00 | $ **83,954.00** |
| 3 | DELIVERY<br>Customer Pick Up - FOB Frazer | 1.000 | M | $ 0.00 | $ **0.00** |
| 4 | 14109<br>Regulator-Oxygen, Preset 50 PSI | 2.000 | EA | $ 310.00 | $ **620.00** |
| 5 | HGAC-NEW<br>HGAC Fee for a New Unit | 1.000 | EA | $ 1,000.00 | $ **1,000.00** |
| 6 | STRYKER POWER-PRO XT<br>Cot-Stryker Power-PRO XT 6506 | 2.000 | EA | $ 24,397.00 | $ **48,794.00** |
| 7 | STRYKER STAIR-PRO<br>Stair Chair-Stryker Stair-PRO 6252 | 2.000 | EA | $ 4,486.00 | $ **8,972.00** |
| 8 | MISC-GL<br>Bound Tree Equipment Shipped Loose | 1.000 | EA | $ 5,390.00 | $ **5,390.00** |

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# Customer Quote

**Order No.:** Q2165-0001
**Quote Date:** 1/13/2021
**Expiration Date:** 2/22/2021

| No. | Item | Quantity | U/M | Unit Price | Net Amount |
|---|---|---|---|---|---|
| | Per Bound Tree Quote # 11042020<br>(2)Item #51086- Stretcher-Aluminum Scoop, Break- Apart -$880.00<br>(2)Item #51087- Kit-Splint, Evac-U-Splint Deluxe System-$2627.00<br>(2)Item #51088-Kit-Extrication/Immobilization, KED $250.00<br>(2)Item #51151-Splint-Traction, Curaplex, Adult $296.00<br>(2)Item #51171-Splint-Traction, Curaplex, Pediatric $296.00<br>(4)Item #50957-Backboard-Millennia, 10 Pins, 16 in, YEL $1040.00 | | | | |
| 9 | MISC-GL<br>Zoll Monitor Shipped Loose<br>Per Zoll Quote 362783 V:1<br>(2) Monitor-Defibrillator, X Series | 1.000 | EA | $ 81,455.00 | $ **81,455.00** |
| 10 | MISC-GL<br>Trauma Bags Shipped Loose<br>Per QuadMed Inc Quote #S151072<br>(2)<br>Bag-EMS, WAR-E-RS, EZ-Access Trauma, Red Item #50939- $372.0 | 1.000 | EA | $ 372.00 | $ **372.00** |
| 11 | MISC-GL<br>SCBA Equipment Shipped Loose<br>Per Casco Quote | 1.000 | EA | $ 34,000.00 | $ **34,000.00** |
| 12 | MISC-LABOR<br>Order Processing Fee<br>$1,000.00- Bound Tree<br>$1,000.00- Zoll<br>$1,000.00- Casco<br>$500.00- ??? | 1.000 | EA | $ 3,500.00 | $ **3,500.00** |
| 13 | CONTINGENCY<br>Allocated for loose items, need part #'s | 1.000 | EA | $ 129,553.00 | $ **129,553.00** |

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# Customer Quote

**Order No.:** Q2165-0001

**Quote Date:** 1/13/2021

**Expiration Date:** 2/22/2021

**Remit To:**

Per TMVCC, we are quoting this through our licensed franchise dealer, Sterling McCall Ford

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

| | |
|---|---|
| **Sale Amount:** | 800,000.00 |
| **Sales Tax:** | 0.00 |
| **Total Amount:** | 800,000.00 |

**Payment Terms:** Net 30

**Special Instructions:**

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at $100/hr.

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For your convenience, all pricing has been itemized below per quote Q2165-0001 for Midland Fire Department

| | | |
|---|---|---|
| Base Module | $ | 95,900.00 |
| Chassis Exterior | $ | 8,900.00 |
| Module Exterior | $ | 50,075.00 |
| Chassis Interior | $ | 5,010.00 |
| Module Interior | $ | 41,310.00 |
| **Total** | **$** | **201,195.00** |

**Items included in above totals:**

| | | |
|---|---|---|
| 1. Type I 12' 4" taller Module | $ | incl |
| 2. This is a Triple K Unit | $ | incl |
| **Chassis Exterior:** | | |
| 3. Chassis Options: Order with 7.3L Gas motor<br>-OEM in dash back-up camera | $ | incl |
| 4. Chassis : 2021 Ford F-350, Gas, 4x2, Regular Cab, 84" Cab to Axle, Ford Race Red (PQ) | $ | incl |
| 5. Tire Chains | $ | 3,525.00 |
| 6. Wheel type: Factory Aluminum | $ | incl |
| 7. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator | $ | 275.00 |
| 8. Chassis Steps: ArcRite with Sure Grip | $ | 1,050.00 |
| 9. Grille Guard: Ranch Hand Grille Guard with Wraparounds | $ | incl |
| 10. Chassis Mud Flaps | $ | 325.00 |
| 11. 10" and 12" Air Horns | $ | 1,125.00 |
| 12. Compressor Type: Fast Recovery | $ | 1,475.00 |
| 13. Switching Options: Truck Horn/ Air Horn | $ | 125.00 |
| 14. Passenger's side Grille Light: Whelen M4 Red Light | $ | incl |
| 15. Driver's side Grille Light: Whelen M4 Red Light | $ | incl |
| 16. Passenger's side Intersect Light: Whelen M4 Blue Light | $ | incl |
| 17. Driver's side Intersect Light: Whelen M4 Blue Light | $ | incl |
| 18. UNOC#1136 Furnish and install MagneGrip exhaust tip, P/N 500073-02 (Clean Air Concepts, 800-875-5440); verify chassis exhaust pipe size for compatibility | $ | 1,000.00 |
| **Chassis Exterior Subtotal** | **$** | **8,900.00** |
| **Module Exterior:** | | |
| 19. Power Source: Onan 5.5kW Generator | $ | 10,000.00 |
| 20. Module Paint Layout: Non-White One Tone - Ford Race Red (PQ) | $ | 2,100.00 |

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| | | |
|---|---|---|
| 21. SuperTherm Coating on Module Roof | $ | 1,050.00 |
| 22. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay | $ | 1,575.00 |
| 23. Placards x4: | $ | 700.00 |
| 24. Frazer Provided Graphics | $ | 3,500.00 |
| 25. Body Drop on the Passenger's Side Forward of Rear Wheels | $ | incl |
| 26. GPS Opticom | $ | 5,775.00 |
| 27. Opticom Switching: On/Off Switch and Cut-off with park | $ | incl |
| 28. Shore Power: Single 30 Amp auto eject w/ Red cover on Driver's Side Wall | $ | 475.00 |
| 29. Pigtail/Plug Option: Pigtail | $ | incl |
| 30. Coax 1: Run coax from location 1 to Chassis | $ | incl |
| 31. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom | $ | incl |
| 32. Coax 3: Run coax from location 3 to Electrical Compartment | $ | incl |
| 33. Coax 4: Run coax from location 4 to Electrical Compartment | $ | incl |
| 34. UNOC #1720 -Furnish and Install radio equipment: | $ | 10,000.00 |

- Harris Unity XG100M 700/800 and VHF dual band radio base in the electrical compartment; wired battery hot
- Larson multi band antenna on module roof connected to Harris radio base in electrical compartment

- (1) radio head in console slot 2
- Speaker on the front of the console
- Mic on front D/S of console

- (1) radio head below the action wall cabinet towards the rear
- Speaker behind the radio head
- Mic to the right of the radio head

| | | |
|---|---|---|
| 35. UNOC #??? - Furnish and Install Cradlepoint in the electrical compartment( PN IBR1100LP6), wired to ignition<br>- Multi band antenna w/ multiple coaxes on the module roof and connected to modem in electrical compartment | $ | 2,825.00 |
| 36. UNOC #1722 - Furnish and install ethernet cable from modem to docking station at action wall; furnish and install ethernet cable from modem to docking station at console | $ | 200.00 |
| 37. UNOC#??? Install GPS antenna (PCTEL Model GLHPDLTENIMO-LTW) on module roof and connect to radio base in electrical compartment. | $ | 100.00 |
| 38. Front Wall Light Layout: Lower 5 Lights | $ | incl |

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| | | |
|---|---|---|
| 39. Front Wall Light #1: Whelen M6 Red Light | $ | incl |
| 40. Front Wall Light #2: Whelen M6 Blue Light | $ | incl |
| 41. Front Wall Light #3: Whelen M6 Clear Light | $ | incl |
| 42. Front Wall Light #4: Whelen M6 Blue Light | $ | incl |
| 43. Front Wall Light #5: Whelen M6 Red Light | $ | incl |
| 44. Front Wall Driver Side Box Light: Whelen M6 Red Light | $ | incl |
| 45. Front Wall Passenger Box Light: Whelen M6 Red Light | $ | incl |
| 46. Driver Wall Front Box Light: Whelen M6 Red Light | $ | incl |
| 47. Driver Wall Rear Box Light: Whelen M6 Red Light | $ | incl |
| 48. Driver Wheel Well Light: Whelen M6 Blue Light | $ | incl |
| 49. Scene Light Option: Spectra SPA260 | $ | 2,750.00 |
| 50. O2 Compartment Style: Laydown O2 with Adjustable Shelf | $ | incl |
| 51. O2 Rollers for an H Cylinder | $ | incl |
| 52. O2 Cylinder Changing Wrench | $ | 75.00 |
| 53. Electrical Compartment Style: Standard Electrical Compartment | $ | incl |
| 54. Lower Storage Style: Standard Lower Storage | $ | incl |
| 55. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well | $ | incl |
| 56. Dometic Self-Contained A/C with Exhaust Fan | $ | incl |
| 57. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets | $ | 225.00 |
| 58. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment | $ | 1,050.00 |
| 59. UNOC #587 - Furnish and install half depth shelf in D/S rear storage compartment, 6-1/2" from shelf to ceiling with 1" x 2" angle on botom of the shelf with (2) coat hooks evenly spaced; mount SCBA brackets at bottom of flat bars | $ | 300.00 |
| 60. UNOC #1723 - Furnish and install Knox KeySecure Series 5 with 60 degree bracket in the electrical compartment with 1 key option (no blue strobe); wired battery hot | $ | 2,250.00 |
| 61. UNOC #1724 - Furnish and install 30" Paratech Haligan Pro Bar 30" (P/N FHU-PB-30) w/ PAC mount (P/N K5032-Y) on the front wall of the D/S rear storage compartment near the opening | $ | 650.00 |
| 62. UNOC #1725 - Furnish and install (2) Streamlight Survivor orange LED flashlights centered on back wall of D/S rear storage compartment below the shelf, on charging platform | $ | 1,000.00 |
| 63. UNOC #??? - Install customer provided Magne Grip transmitter (PN 540557-01, Acu Tech standard transmitter) on the front wall of the electrical compartment | $ | 100.00 |
| 64. UNOC #1726 - Furnish and install RIDGID brand 24" Heavy Duty bolt cutters and | $ | 500.00 |

| | | |
|---|---|---|
| Zicomatic Quic-mount bolt cutter bracket on rear wall of D/S rear storage compartment near the opening | | |
| 65. *NOTE* Install SCBA brackets the exact same as units E-3387-E3392 | $ | incl |
| 66. Module Window Option: Sliding Window | $ | incl |
| 67. Limo Tint on Entry Doors | $ | 275.00 |
| 68. Upper Rear Wall Light Layout: 3 Across | $ | incl |
| 69. Upper Light #1: Whelen M6 Load Light | $ | incl |
| 70. Upper Light #2: Whelen M6 Amber Light | $ | incl |
| 71. Upper Light #3: Whelen M6 Load Light | $ | incl |
| 72. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light | $ | incl |
| 73. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light | $ | incl |
| 74. Lower Light #3: Whelen M6 Blue Light | $ | incl |
| 75. Lower Light #4: Whelen M6 Blue Light | $ | incl |
| 76. Rear Wall Driver Box Light: Whelen M6 Red Light | $ | incl |
| 77. Rear Wall Passenger Box Light: Whelen M6 Red Light | $ | incl |
| 78. Rear Backboard: 5" Compartment Shelf | $ | 225.00 |
| 79. Lower BTTs: 2 Grote Lights on each side | $ | incl |
| 80. Rear Bumper | $ | incl |
| 81. Door Grabbers | $ | incl |
| 82. License Plate Light | $ | incl |
| 83. UNOC #1727 - Furnish and install brushed stainless steel panels in lieu of diamond plate at all exterior locations (like DC Fire) | $ | 1,500.00 |
| 84. Passenger Wall Front Box Light: Whelen M6 Red Light | $ | incl |
| 85. Passenger Wall  Rear Box Light: Whelen M6 Red Light | $ | incl |
| 86. Passenger Wheel Well Light: Whelen M6 Blue Light | $ | incl |
| 87. Interior Step Option: Double Step Well | $ | incl |
| 88. Passenger Rear Compartment Style: Onan Genset Compartment | $ | incl |
| 89. Gas Hold Open on All Compartments | $ | 875.00 |
| 90. UNOC #500 - Custom Onan door with additional venting | $ | incl |
| **Module Exterior Subtotal** | **$** | **50,075.00** |

**Chassis Interior:**

| | | |
|---|---|---|
| 91. Siren Speakers: Whelen SA 315 Speakers | $ | incl |
| 92. Tap-2 on Primary Siren | $ | incl |
| 93. Siren Option: Whelen C9 Siren in Console | $ | incl |

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| | | |
|---|---|---|
| 94. Mic 1 shipped loose | $ | incl |
| 95. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side) | $ | 475.00 |
| 96. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims | $ | incl |
| 97. Slot 3: Single Slot Switch Panel | $ | incl |
| 98. Slot 4: Siren 1 | $ | incl |
| 99. Console Switch Layout : Primary - Secondary - Opticom - Air Horn - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset - | $ | incl |
| 100. New Armrest | $ | 225.00 |
| 101. Console Layout: 4-Slot Console | $ | incl |
| 102. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe | $ | 700.00 |
| 103. Rear of Console: Single Mapholder with Cup Holder | $ | 325.00 |
| 104. Chassis Rear Wall: 3 High Glove Box Holder | $ | 225.00 |
| 105. Camera System: Ford OEM Back-up Camera System | $ | 525.00 |
| 106. UNOC #??? - Furnish and Install Havis docking station( PN DS-GTC-311-3) for Getac laptop w/ universal adapter plate and power supply (LIND P/N GE1963-4493) mounted on console; wired battery hot | $ | 1,860.00 |
| 107. UNOC #1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna (MiMo 2G/3G/4G WiFi Black Antenna, P/N IN1960-B) on chassis roof; run coax to docking station at console | $ | 450.00 |
| 108. UNOC #1730 - Furnish and install Havis tilt/swivel motion device on MDT plate (P/N C-MD-202) | $ | 225.00 |
| **Chassis Interior Subtotal** | **$** | **5,010.00** |

**Module Interior:**

| | | |
|---|---|---|
| 109. Protek Cushions | $ | incl |
| 110. Blue Interior | $ | incl |
| 111. Stainless Steel Countertops | $ | incl |
| 112. Front I/O with Lexan Doors | $ | incl |
| 113. Quad Outlet in the Front I/O | $ | incl |
| 114. Map Holder on Side of Front I/O | $ | 175.00 |
| 115. Duplex Outlet on the Front Wall | $ | incl |
| 116. Medvault w/ Wifi | $ | 2,850.00 |
| 117. Netting at the Front Corner Area | $ | incl |
| 118. UNOC #1731 - Furnish and install fire extinguisher with Amerex 807 bracket on the inside of the front I/O cabinet, centered on the back wall above the shelf ( same | $ | 250.00 |

| | | |
|---|---|---|
| position as E3387-E3392 ) | | |
| 119. UNOC #598 - Furnish and install (2) SAE compliant Zico QR-D-2 "D" cylinder holders against driver's side cladding below the action wall | $ | 350.00 |
| 120. Location 1: 4 Switch w/Thermostat | $ | incl |
| 121. Location 2: Double O2 Outlet | $ | incl |
| 122. Location 3: Blank | $ | incl |
| 123. Location 4: Volume Control Knob | $ | incl |
| 124. Location 6: Suction | $ | incl |
| 125. Location 7: Quad 120 VAC | $ | incl |
| 126. Location 8: Blank | $ | incl |
| 127. Location 9: Blank | $ | incl |
| 128. Kussmaul USB at Action Wall | $ | 225.00 |
| 129. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Kussmaul USB; | $ | incl |
| 130. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop | $ | 1,525.00 |
| 131. Sharps Container at Action Wall | $ | incl |
| 132. Acrylic Holder at the Action Wall Cabinet | $ | incl |
| 133. New 6pt Harness at the CPR Seat | $ | 525.00 |
| 134. Acrylic Holder Aft CPR Seat | $ | incl |
| 135. Genset Start/Stop Switch at Rear Doors | $ | incl |
| 136. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Blank; Rear Load; | $ | incl |
| 137. UNOC #??? - Furnish and Install Havis docking station for Getac laptop w/ universal adapter mounted at action wall counter and power supply mounted behind action wall; wired battery hot | $ | 1,860.00 |
| 138. UNOC #1730 - Furnish and install Havis tilt/swivel motion device at action wall (P/N C-MD-202) | $ | 225.00 |
| 139. UNOC #1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna (MiMo 2G/3G/4G WiFi Black Antenna, P/N IN1960-B) on module roof; run coax to docking station at action wall | $ | 450.00 |
| 140. UNOC#??? Furnish and Install (2) Flow meters (PN 27611) at O2 outlets at action wall | $ | 500.00 |
| 141. *NOTE* All coaxes labeled towards connector end at docking station at action wall and console (whether wifi/celluar/etc. like E-3389/90/91/92 | $ | incl |
| 142. *NOTE* the remaining two coaxs at the action wall need to be left in electrical compartment (like E-3389-92) | $ | incl |
| 143. *NOTE* connect 1 WIFI and 1 cellular coax from Sharkee antenna to docking station | $ | incl |

| | | |
|---|---|---|
| at action wall and console | | |
| 144. Sharps Container Low and 3 High Glove Box High on Rear Wall | $ | 400.00 |
| 145. Head knocker options: With Speakers only | $ | 700.00 |
| 146. 22 Pocket Acrylic Holder | $ | 650.00 |
| 147. Two Seating Positions at the Squad Bench - 1 and 3 | $ | incl |
| 148. Harness Type for Seat Position 1: New 6pt Harness | $ | 525.00 |
| 149. Harness Type for Seat Position 3: New 6pt Harness | $ | 525.00 |
| 150. Double Squad Bench Cabinet | $ | 650.00 |
| 151. Trashcan With Lid at the Head of the Squad Bench | $ | incl |
| 152. O2 Outlet at the Squad Bench Wall | $ | incl |
| 153. Large Black Trashcan at the Side Entry Door | $ | 175.00 |
| 154. IV Hanger on Ceiling Raceway | $ | incl |
| 155. Overhead Grabrails on Driver Side Only | $ | incl |
| 156. IV Hanger on Squad Bench Ceiling | $ | incl |
| 157. Floor Options: Stryker Power-LOAD System | $ | 28,000.00 |
| 158. Stryker cot tower only ( no antler and bar ) | $ | incl |
| 159. Loncoin II Onyx Floor | $ | incl |
| 160. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness | $ | 750.00 |
| **Module Interior Subtotal** | **$** | **41,310.00** |

**All new Frazer EMS Vehicles come standard with the following features:**

120V generator-powered electrical system independent of the chassis electrical
120V self-contained module heater & proprietary best-in-class air conditioner
Easily accessible electrical compartment located on exterior of vehicle
All aluminum module construction - No wood products!
Shear-plate method of attachment securing the module to the chassis
All aluminum powder-coated 12" deep interior cabinetry
Seamless cushions
All LED emergency warning and scene lighting
All LED interior ceiling lights
120VAC outlets conveniently located throughout unit
Three oxygen outlets
Action area with hinged service access panel to back of oxygen outlets and switches

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MIDLAND Fire Department

**Interoffice Memorandum**

**Date:** **01/14/2021**

**To:** **Regina Stephenson**

**From:** **Fire Chief Charles Blumenauer**

**Subject:** **2021 Ambulance Purchase**

---

Midland Fire Department's ambulance fleet is of vital importance for the care of the Citizens of Midland. The Midland Fire Department operates seven front-line EMS units and five reserve units, which need to be operational within a moment's notice when demand for service increases. The Department and the Garage have worked hard in keeping our fleet operational ready at a moment's notice. The purchase of these two (2) new units will continue their hard work while removing older vehicles with more maintenance issues out of the fleet.

This purchase was budgeted for this year.

Charles Blumenauer

Fire Chief

| HGACBuy | CONTRACT PRICING WORKSHEET<br>For MOTOR VEHICLES Only | Contract No.: | AM10-20 | Date Prepared: | 01/14/21 |
|---|---|---|---|---|---|

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUSTTherefore please type or print legibly.Therefore please type or print legibly.**

| | | | | | |
|---|---|---|---|---|---|
| Buying Agency: | Midland Fire Department | Contractor: | Sterling McCall Ford | Q2165-1 | HGAC |
| Contact Person: | David Stacy | Prepared By: | Pablo Cantu | | |
| Phone: | | Phone: | (281) 588-5007 | | |
| Fax: | | Fax: | (281) 588-5150 | | |
| Email: | dstacy@midlandtexas.gov | Email: | pcantu@sterlingmccallford.com | | |

| Product Code: | AM20HD05 | Description: | Type I 12' on Ford F-350 Gas 4x2 Reg Cab |
|---|---|---|---|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** **$162,000.00**

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

| Description | | Cost | Description | | Cost |
|---|---|---|---|---|---|
| 1171 | Module // Module // 4" Taller 12' Module Upgrade | $4,000.00 | 1011 | General // All products listed in the current Stryk | 28,000.00 |
| 1090 | Chassis // Tire Chains // Onspot Tire Chains | $3,500.00 | 1199 | Module // SCBA // (2) SC-50-H-6-SF SCBA bra | 1,000.00 |
| 1078 | Chassis // Running Boards // ArcRite Running Board w/ | $1,250.00 | | | |
| 1031 | Chassis // Air Horn System // Dual 10" & 12" Air Horns | $1,250.00 | | | |
| 1032 | Chassis // Air Horn System // Fast RecoveryCompresso | $1,500.00 | | | |
| 1192 | Module // PowerSource // Onan | $10,000.00 | | | |
| 1187 | Module // Paint // Two Tone 12' | $3,250.00 | | | |
| 1185 | Module // Paint // SuperTherm Coating on Roof for 12' | $1,250.00 | | | |
| 1128 | Module // Conspicuity // Conspicuity on the Rear of the | $1,750.00 | | | |
| 1178 | Module // Opticom // GPS Opticom | $6,000.00 | | | |
| 1197 | Module // Safe // Medvault w/ Wifi | $3,000.00 | | Subtotal From Additional Sheet(s): | $0.00 |
| 1157 | Module // Front Scene // Spectra SPA260 | $2,750.00 | | Subtotal B: | $68,500.00 |

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

| Description | Cost | Description | Cost |
|---|---|---|---|
| UNOC-1720: Furnish and Intall radio equipment | $10,000.00 | UNOC- Brushed Stainless in lieu of diamond plate | $1,500.00 |
| UNOC-Shipped Loose Items | $154,675.00 | Subtotal From Additional Sheet(s): | $0.00 |
| UNOC-Furnsih and install cradlepoint | $2,825.00 | Subtotal C: | $169,000.00 |

| Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). | For this transaction the percentage is: | 73% |
|---|---|---|

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

| Quantity Ordered: | 2 | X Subtotal of A + B + C: | $399,500.00 | = | Subtotal D: | $799,000.00 |
|---|---|---|---|---|---|---|

| E. H-GAC Order Processing Charge (Amount Per Current Policy) | Subtotal E: | $1,000.00 |
|---|---|---|

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

| Description | Cost | Description | Cost |
|---|---|---|---|
| | | | |
| | | | |
| | | Subtotal F: | $0.00 |

| Delivery Date: | | G. Total Purchase Price (D+E+F): | $800,000.00 |
|---|---|---|---|

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# Customer Quote

**Order No.:** Q2165-0001
**Quote Date:** 1/13/2021
**Expiration Date:** 2/22/2021
**Salesperson:** Kalyn Salsman

**Invoice To:**

Midland Fire Department
City of Midland
P.O. Box 1152
Midland TX 79702
US

**Attention:**

Firefighter
David Stacy
dstacy@midlandtexas.gov

| No. | Item | Quantity | U/M | Unit Price | Net Amount |
|---|---|---|---|---|---|
| 1 | MODULE<br>Type I 12' 4" Module | 2.000 | EA | $ 201,195.00 | $ **402,390.00** |
| 2 | CHASSIS<br>2021 Ford F-350 Gasoline | 2.000 | EA | $ 41,977.00 | $ **83,954.00** |
| 3 | DELIVERY<br>Customer Pick Up - FOB Frazer | 1.000 | M | $ 0.00 | $ **0.00** |
| 4 | 14109<br>Regulator-Oxygen, Preset 50 PSI | 2.000 | EA | $ 310.00 | $ **620.00** |
| 5 | HGAC-NEW<br>HGAC Fee for a New Unit | 1.000 | EA | $ 1,000.00 | $ **1,000.00** |
| 6 | STRYKER POWER-PRO XT<br>Cot-Stryker Power-PRO XT 6506 | 2.000 | EA | $ 24,397.00 | $ **48,794.00** |
| 7 | STRYKER STAIR-PRO<br>Stair Chair-Stryker Stair-PRO 6252 | 2.000 | EA | $ 4,486.00 | $ **8,972.00** |
| 8 | MISC-GL<br>Bound Tree Equipment Shipped Loose | 1.000 | EA | $ 5,390.00 | $ **5,390.00** |

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# Customer Quote

**Order No.:** Q2165-0001
**Quote Date:** 1/13/2021
**Expiration Date:** 2/22/2021

| No. | Item | Quantity | U/M | Unit Price | Net Amount |
|---|---|---|---|---|---|
| | Per Bound Tree Quote # 11042020<br>(2)Item #51086- Stretcher-Aluminum Scoop, Break- Apart -$880.00<br>(2)Item #51087- Kit-Splint, Evac-U-Splint Deluxe System-$2627.00<br>(2)Item #51088-Kit-Extrication/Immobilization, KED $250.00<br>(2)Item #51151-Splint-Traction, Curaplex, Adult $296.00<br>(2)Item #51171-Splint-Traction, Curaplex, Pediatric $296.00<br>(4)Item #50957-Backboard-Millennia, 10 Pins, 16 in, YEL $1040.00 | | | | |
| 9 | MISC-GL<br>Zoll Monitor Shipped Loose<br>Per Zoll Quote 362783 V:1<br>(2) Monitor-Defibrillator, X Series | 1.000 | EA | $ 81,455.00 | $ **81,455.00** |
| 10 | MISC-GL<br>Trauma Bags Shipped Loose<br>Per QuadMed Inc Quote #S151072<br>(2)<br>Bag-EMS, WAR-E-RS, EZ-Access Trauma, Red Item #50939- $372.0 | 1.000 | EA | $ 372.00 | $ **372.00** |
| 11 | MISC-GL<br>SCBA Equipment Shipped Loose<br>Per Casco Quote | 1.000 | EA | $ 34,000.00 | $ **34,000.00** |
| 12 | MISC-LABOR<br>Order Processing Fee<br>$1,000.00- Bound Tree<br>$1,000.00- Zoll<br>$1,000.00- Casco<br>$500.00- ??? | 1.000 | EA | $ 3,500.00 | $ **3,500.00** |
| 13 | CONTINGENCY<br>Allocated for loose items, need part #'s | 1.000 | EA | $ 129,553.00 | $ **129,553.00** |

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# Customer Quote

**Order No.:** Q2165-0001

**Quote Date:** 1/13/2021

**Expiration Date:** 2/22/2021

**Remit To:**

Per TMVCC, we are quoting this through our licensed franchise dealer, Sterling McCall Ford

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

| | |
|---|---|
| **Sale Amount:** | 800,000.00 |
| **Sales Tax:** | 0.00 |
| **Total Amount:** | 800,000.00 |

**Payment Terms:** Net 30

**Special Instructions:**

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at $100/hr.

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For your convenience, all pricing has been itemized below per quote Q2165-0001 for Midland Fire Department

| | | |
|---|---|---|
| Base Module | $ | 95,900.00 |
| Chassis Exterior | $ | 8,900.00 |
| Module Exterior | $ | 50,075.00 |
| Chassis Interior | $ | 5,010.00 |
| Module Interior | $ | 41,310.00 |
| **Total** | **$** | **201,195.00** |

**Items included in above totals:**

| | | |
|---|---|---|
| 1. Type I 12' 4" taller Module | $ | incl |
| 2. This is a Triple K Unit | $ | incl |
| **Chassis Exterior:** | | |
| 3. Chassis Options: Order with 7.3L Gas motor<br>-OEM in dash back-up camera | $ | incl |
| 4. Chassis : 2021 Ford F-350, Gas, 4x2, Regular Cab, 84" Cab to Axle, Ford Race Red (PQ) | $ | incl |
| 5. Tire Chains | $ | 3,525.00 |
| 6. Wheel type: Factory Aluminum | $ | incl |
| 7. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator | $ | 275.00 |
| 8. Chassis Steps: ArcRite with Sure Grip | $ | 1,050.00 |
| 9. Grille Guard: Ranch Hand Grille Guard with Wraparounds | $ | incl |
| 10. Chassis Mud Flaps | $ | 325.00 |
| 11. 10" and 12" Air Horns | $ | 1,125.00 |
| 12. Compressor Type: Fast Recovery | $ | 1,475.00 |
| 13. Switching Options: Truck Horn/ Air Horn | $ | 125.00 |
| 14. Passenger's side Grille Light: Whelen M4 Red Light | $ | incl |
| 15. Driver's side Grille Light: Whelen M4 Red Light | $ | incl |
| 16. Passenger's side Intersect Light: Whelen M4 Blue Light | $ | incl |
| 17. Driver's side Intersect Light: Whelen M4 Blue Light | $ | incl |
| 18. UNOC#1136 Furnish and install MagneGrip exhaust tip, P/N 500073-02 (Clean Air Concepts, 800-875-5440); verify chassis exhaust pipe size for compatibility | $ | 1,000.00 |
| **Chassis Exterior Subtotal** | **$** | **8,900.00** |
| **Module Exterior:** | | |
| 19. Power Source: Onan 5.5kW Generator | $ | 10,000.00 |
| 20. Module Paint Layout: Non-White One Tone - Ford Race Red (PQ) | $ | 2,100.00 |

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| | | |
|---|---|---|
| 21. SuperTherm Coating on Module Roof | $ | 1,050.00 |
| 22. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay | $ | 1,575.00 |
| 23. Placards x4: | $ | 700.00 |
| 24. Frazer Provided Graphics | $ | 3,500.00 |
| 25. Body Drop on the Passenger's Side Forward of Rear Wheels | $ | incl |
| 26. GPS Opticom | $ | 5,775.00 |
| 27. Opticom Switching: On/Off Switch and Cut-off with park | $ | incl |
| 28. Shore Power: Single 30 Amp auto eject w/ Red cover on Driver's Side Wall | $ | 475.00 |
| 29. Pigtail/Plug Option: Pigtail | $ | incl |
| 30. Coax 1: Run coax from location 1 to Chassis | $ | incl |
| 31. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom | $ | incl |
| 32. Coax 3: Run coax from location 3 to Electrical Compartment | $ | incl |
| 33. Coax 4: Run coax from location 4 to Electrical Compartment | $ | incl |
| 34. UNOC #1720 -Furnish and Install radio equipment: | $ | 10,000.00 |

- Harris Unity XG100M 700/800 and VHF dual band radio base in the electrical compartment; wired battery hot
- Larson multi band antenna on module roof connected to Harris radio base in electrical compartment

- (1) radio head in console slot 2
- Speaker on the front of the console
- Mic on front D/S of console

- (1) radio head below the action wall cabinet towards the rear
- Speaker behind the radio head
- Mic to the right of the radio head

| | | |
|---|---|---|
| 35. UNOC #??? - Furnish and Install Cradlepoint in the electrical compartment( PN IBR1100LP6), wired to ignition<br>- Multi band antenna w/ multiple coaxes on the module roof and connected to modem in electrical compartment | $ | 2,825.00 |
| 36. UNOC #1722 - Furnish and install ethernet cable from modem to docking station at action wall; furnish and install ethernet cable from modem to docking station at console | $ | 200.00 |
| 37. UNOC#??? Install GPS antenna (PCTEL Model GLHPDLTENIMO-LTW) on module roof and connect to radio base in electrical compartment. | $ | 100.00 |
| 38. Front Wall Light Layout: Lower 5 Lights | $ | incl |

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| | | |
|---|---|---|
| 39. Front Wall Light #1: Whelen M6 Red Light | $ | incl |
| 40. Front Wall Light #2: Whelen M6 Blue Light | $ | incl |
| 41. Front Wall Light #3: Whelen M6 Clear Light | $ | incl |
| 42. Front Wall Light #4: Whelen M6 Blue Light | $ | incl |
| 43. Front Wall Light #5: Whelen M6 Red Light | $ | incl |
| 44. Front Wall Driver Side Box Light: Whelen M6 Red Light | $ | incl |
| 45. Front Wall Passenger Box Light: Whelen M6 Red Light | $ | incl |
| 46. Driver Wall Front Box Light: Whelen M6 Red Light | $ | incl |
| 47. Driver Wall Rear Box Light: Whelen M6 Red Light | $ | incl |
| 48. Driver Wheel Well Light: Whelen M6 Blue Light | $ | incl |
| 49. Scene Light Option: Spectra SPA260 | $ | 2,750.00 |
| 50. O2 Compartment Style: Laydown O2 with Adjustable Shelf | $ | incl |
| 51. O2 Rollers for an H Cylinder | $ | incl |
| 52. O2 Cylinder Changing Wrench | $ | 75.00 |
| 53. Electrical Compartment Style: Standard Electrical Compartment | $ | incl |
| 54. Lower Storage Style: Standard Lower Storage | $ | incl |
| 55. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well | $ | incl |
| 56. Dometic Self-Contained A/C with Exhaust Fan | $ | incl |
| 57. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets | $ | 225.00 |
| 58. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment | $ | 1,050.00 |
| 59. UNOC #587 - Furnish and install half depth shelf in D/S rear storage compartment, 6-1/2" from shelf to ceiling with 1" x 2" angle on botom of the shelf with (2) coat hooks evenly spaced; mount SCBA brackets at bottom of flat bars | $ | 300.00 |
| 60. UNOC #1723 - Furnish and install Knox KeySecure Series 5 with 60 degree bracket in the electrical compartment with 1 key option (no blue strobe); wired battery hot | $ | 2,250.00 |
| 61. UNOC #1724 - Furnish and install 30" Paratech Haligan Pro Bar 30" (P/N FHU-PB-30) w/ PAC mount (P/N K5032-Y) on the front wall of the D/S rear storage compartment near the opening | $ | 650.00 |
| 62. UNOC #1725 - Furnish and install (2) Streamlight Survivor orange LED flashlights centered on back wall of D/S rear storage compartment below the shelf, on charging platform | $ | 1,000.00 |
| 63. UNOC #??? - Install customer provided Magne Grip transmitter (PN 540557-01, Acu Tech standard transmitter) on the front wall of the electrical compartment | $ | 100.00 |
| 64. UNOC #1726 - Furnish and install RIDGID brand 24" Heavy Duty bolt cutters and | $ | 500.00 |

| | | |
|---|---|---|
| Zicomatic Quic-mount bolt cutter bracket on rear wall of D/S rear storage compartment near the opening | | |
| 65. *NOTE* Install SCBA brackets the exact same as units E-3387-E3392 | $ | incl |
| 66. Module Window Option: Sliding Window | $ | incl |
| 67. Limo Tint on Entry Doors | $ | 275.00 |
| 68. Upper Rear Wall Light Layout: 3 Across | $ | incl |
| 69. Upper Light #1: Whelen M6 Load Light | $ | incl |
| 70. Upper Light #2: Whelen M6 Amber Light | $ | incl |
| 71. Upper Light #3: Whelen M6 Load Light | $ | incl |
| 72. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light | $ | incl |
| 73. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light | $ | incl |
| 74. Lower Light #3: Whelen M6 Blue Light | $ | incl |
| 75. Lower Light #4: Whelen M6 Blue Light | $ | incl |
| 76. Rear Wall Driver Box Light: Whelen M6 Red Light | $ | incl |
| 77. Rear Wall Passenger Box Light: Whelen M6 Red Light | $ | incl |
| 78. Rear Backboard: 5" Compartment Shelf | $ | 225.00 |
| 79. Lower BTTs: 2 Grote Lights on each side | $ | incl |
| 80. Rear Bumper | $ | incl |
| 81. Door Grabbers | $ | incl |
| 82. License Plate Light | $ | incl |
| 83. UNOC #1727 - Furnish and install brushed stainless steel panels in lieu of diamond plate at all exterior locations (like DC Fire) | $ | 1,500.00 |
| 84. Passenger Wall Front Box Light: Whelen M6 Red Light | $ | incl |
| 85. Passenger Wall  Rear Box Light: Whelen M6 Red Light | $ | incl |
| 86. Passenger Wheel Well Light: Whelen M6 Blue Light | $ | incl |
| 87. Interior Step Option: Double Step Well | $ | incl |
| 88. Passenger Rear Compartment Style: Onan Genset Compartment | $ | incl |
| 89. Gas Hold Open on All Compartments | $ | 875.00 |
| 90. UNOC #500 - Custom Onan door with additional venting | $ | incl |
| **Module Exterior Subtotal** | **$** | **50,075.00** |

**Chassis Interior:**

| | | |
|---|---|---|
| 91. Siren Speakers: Whelen SA 315 Speakers | $ | incl |
| 92. Tap-2 on Primary Siren | $ | incl |
| 93. Siren Option: Whelen C9 Siren in Console | $ | incl |

| | | |
|---|---|---|
| 94. Mic 1 shipped loose | $ | incl |
| 95. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side) | $ | 475.00 |
| 96. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims | $ | incl |
| 97. Slot 3: Single Slot Switch Panel | $ | incl |
| 98. Slot 4: Siren 1 | $ | incl |
| 99. Console Switch Layout : Primary - Secondary - Opticom - Air Horn - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset - | $ | incl |
| 100. New Armrest | $ | 225.00 |
| 101. Console Layout: 4-Slot Console | $ | incl |
| 102. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe | $ | 700.00 |
| 103. Rear of Console: Single Mapholder with Cup Holder | $ | 325.00 |
| 104. Chassis Rear Wall: 3 High Glove Box Holder | $ | 225.00 |
| 105. Camera System: Ford OEM Back-up Camera System | $ | 525.00 |
| 106. UNOC #??? - Furnish and Install Havis docking station( PN DS-GTC-311-3) for Getac laptop w/ universal adapter plate and power supply (LIND P/N GE1963-4493) mounted on console; wired battery hot | $ | 1,860.00 |
| 107. UNOC #1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna (MiMo 2G/3G/4G WiFi Black Antenna, P/N IN1960-B) on chassis roof; run coax to docking station at console | $ | 450.00 |
| 108. UNOC #1730 - Furnish and install Havis tilt/swivel motion device on MDT plate (P/N C-MD-202) | $ | 225.00 |
| **Chassis Interior Subtotal** | **$** | **5,010.00** |

**Module Interior:**

| | | |
|---|---|---|
| 109. Protek Cushions | $ | incl |
| 110. Blue Interior | $ | incl |
| 111. Stainless Steel Countertops | $ | incl |
| 112. Front I/O with Lexan Doors | $ | incl |
| 113. Quad Outlet in the Front I/O | $ | incl |
| 114. Map Holder on Side of Front I/O | $ | 175.00 |
| 115. Duplex Outlet on the Front Wall | $ | incl |
| 116. Medvault w/ Wifi | $ | 2,850.00 |
| 117. Netting at the Front Corner Area | $ | incl |
| 118. UNOC #1731 - Furnish and install fire extinguisher with Amerex 807 bracket on the inside of the front I/O cabinet, centered on the back wall above the shelf ( same | $ | 250.00 |

| | | |
|---|---|---|
| position as E3387-E3392 ) | | |
| 119. UNOC #598 - Furnish and install (2) SAE compliant Zico QR-D-2 "D" cylinder holders against driver's side cladding below the action wall | $ | 350.00 |
| 120. Location 1: 4 Switch w/Thermostat | $ | incl |
| 121. Location 2: Double O2 Outlet | $ | incl |
| 122. Location 3: Blank | $ | incl |
| 123. Location 4: Volume Control Knob | $ | incl |
| 124. Location 6: Suction | $ | incl |
| 125. Location 7: Quad 120 VAC | $ | incl |
| 126. Location 8: Blank | $ | incl |
| 127. Location 9: Blank | $ | incl |
| 128. Kussmaul USB at Action Wall | $ | 225.00 |
| 129. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Kussmaul USB; | $ | incl |
| 130. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop | $ | 1,525.00 |
| 131. Sharps Container at Action Wall | $ | incl |
| 132. Acrylic Holder at the Action Wall Cabinet | $ | incl |
| 133. New 6pt Harness at the CPR Seat | $ | 525.00 |
| 134. Acrylic Holder Aft CPR Seat | $ | incl |
| 135. Genset Start/Stop Switch at Rear Doors | $ | incl |
| 136. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Blank; Rear Load; | $ | incl |
| 137. UNOC #??? - Furnish and Install Havis docking station for Getac laptop w/ universal adapter mounted at action wall counter and power supply mounted behind action wall; wired battery hot | $ | 1,860.00 |
| 138. UNOC #1730 - Furnish and install Havis tilt/swivel motion device at action wall (P/N C-MD-202) | $ | 225.00 |
| 139. UNOC #1729 - Furnish and install Panorama Sharkee dual band WiFi and cellular antenna (MiMo 2G/3G/4G WiFi Black Antenna, P/N IN1960-B) on module roof; run coax to docking station at action wall | $ | 450.00 |
| 140. UNOC#??? Furnish and Install (2) Flow meters (PN 27611) at O2 outlets at action wall | $ | 500.00 |
| 141. *NOTE* All coaxes labeled towards connector end at docking station at action wall and console (whether wifi/celluar/etc. like E-3389/90/91/92 | $ | incl |
| 142. *NOTE* the remaining two coaxs at the action wall need to be left in electrical compartment (like E-3389-92) | $ | incl |
| 143. *NOTE* connect 1 WIFI and 1 cellular coax from Sharkee antenna to docking station | $ | incl |

| | | |
|---|---|---|
| at action wall and console | | |
| 144. Sharps Container Low and 3 High Glove Box High on Rear Wall | $ | 400.00 |
| 145. Head knocker options: With Speakers only | $ | 700.00 |
| 146. 22 Pocket Acrylic Holder | $ | 650.00 |
| 147. Two Seating Positions at the Squad Bench - 1 and 3 | $ | incl |
| 148. Harness Type for Seat Position 1: New 6pt Harness | $ | 525.00 |
| 149. Harness Type for Seat Position 3: New 6pt Harness | $ | 525.00 |
| 150. Double Squad Bench Cabinet | $ | 650.00 |
| 151. Trashcan With Lid at the Head of the Squad Bench | $ | incl |
| 152. O2 Outlet at the Squad Bench Wall | $ | incl |
| 153. Large Black Trashcan at the Side Entry Door | $ | 175.00 |
| 154. IV Hanger on Ceiling Raceway | $ | incl |
| 155. Overhead Grabrails on Driver Side Only | $ | incl |
| 156. IV Hanger on Squad Bench Ceiling | $ | incl |
| 157. Floor Options: Stryker Power-LOAD System | $ | 28,000.00 |
| 158. Stryker cot tower only ( no antler and bar ) | $ | incl |
| 159. Loncoin II Onyx Floor | $ | incl |
| 160. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness | $ | 750.00 |
| **Module Interior Subtotal** | **$** | **41,310.00** |

**All new Frazer EMS Vehicles come standard with the following features:**

120V generator-powered electrical system independent of the chassis electrical
120V self-contained module heater & proprietary best-in-class air conditioner
Easily accessible electrical compartment located on exterior of vehicle
All aluminum module construction - No wood products!
Shear-plate method of attachment securing the module to the chassis
All aluminum powder-coated 12" deep interior cabinetry
Seamless cushions
All LED emergency warning and scene lighting
All LED interior ceiling lights
120VAC outlets conveniently located throughout unit
Three oxygen outlets
Action area with hinged service access panel to back of oxygen outlets and switches

# City Council Meeting

**Item Number:** 7

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Justine Ruff, Director

**Subject:** ***Motion authorizing the Interim City Manager or the Interim City Manager's designee to advertise a request of qualifications for professional engineering and architectural services associated with future Capital Improvement Plan (CIP) projects at Midland International Air & Space Port and Midland Airpark and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council.*** **(AIRPORTS)**

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**Purpose:**

Motion authorizing the advertisement for Request of Qualifications for Professional Engineering and Architectural Services regarding future Capital Improvement Plan (CIP) projects at Midland International Air & Space Port and Midland Airpark for the next five-year period. (AIRPORTS) (AIRPORTS)

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funding not required at this time.

**Discussion:**

In January 2016, the Department of Airports recommended approval from City Council awarding the Professional Engineering and Architectural Services contract to Parkhill. The contract stated that Parkhill would provide engineering and architectural services pertaining to the 5-year Airport Capital Improvement Projects (CIP) at Midland International Air & Space Port (MAF) and Midland Airpark (MDD).

As we approach the expiration of this agreement, it is necessary to repeat the process and begin advertisements for Request for Qualifications with regards to the following list of proposed Airport CIP projects that may be constructed at Midland International Air & Space Port or Midland Airpark Airport. Proposals received in response to this request will be evaluated and rated by an Evaluation Committee appointed by the Director of Airports:

1. Reconstruct Taxiway E, west of Taxiway A
2. Reconstruct the Asphalt Air Carrier Apron Pavement with Concrete Pavement
3. Airfield Snow Removal Vehicles and Equipment Acquisition
4. Engineering evaluation of Asphalt Pavement on the Air Carrier Runways and Taxiways
5. Rehabilitate Runways 16R/34L, 10/28 and Air Carrier Taxiways Asphalt pavement
6. Facility Assessment and Rehabilitation of prior CAF Museum Building for use as a Hangar or Hangar with office space
7. Airside and Landside improvements at the previous CAF site – scope of project is anticipated to consist of the reconstruction/rehabilitation of the existing Taxiway V, extension of existing Taxiway V, potential new taxilanes, new aircraft apron, construction of vehicle access roadways and construction of water/sewer utilities
8. Rehabilitate Runways 7/25, 16/34 and Taxiways at Midland Airpark
9. Other items that may be funded by FAA, PFC, City/Airport or TxDOT Aviation during the 5-year period at either MAF or MDD.

The Midland International Airport System is seeking professional engineering and architectural services for planning and design services including, but not limited to, project administration, supervision and coordination for airport construction projects at both airports expected during the next five (5) years.

Airport construction and development projects are subject to FAA funding and/or TxDOT funding and approval of any project referred to in the RFQ is subject to this process and will not begin until these steps have been completed. The provider is expected to be knowledgeable in the FAA Airport Improvement Program (AIP), Passenger Facility Charge (PFC) process, and TxDOT Aviation Division programs. The provider will assist the Airport in seeking funding and project approval through grants and PFCs to implement any one or more of the projects.

Engineering/Architectural services will involve such support services as preparing project estimates, preparation of grant pre-application(s), preparation of grant application documents, and the preparation of PFC application documents. Other services and documents that the engineer/architect may be expected to provide will include contractor pay estimates, project progress reports, perform problem resolution, inspections, and visits with FAA and/or TxDOT officials, making presentations and reports to the Airport Board, City Council, FAA, TxDOT and similar services as may be required or requested. The engineer shall have experience working with FAA SW Region, TxDOT Aviation Division, and FAA Air Traffic Control.



City Manager's Office

CITY OF MIDLAND, TEXAS
MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)
MIDLAND AIRPARK (MDD)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES

## I. INVITATION TO SUBMIT STATEMENT OF QUALIFICATIONS

The City of Midland, Texas is requesting submission of qualifications for professional engineering and architectural services for the Midland International Air & Space Port and Midland Airpark Airport. Sealed responses addressed to the Office of City Secretary, City Hall, Midland, Texas will be received until 2:00 p.m. February 24, 2021, or as changed by issuance of formal addenda. Interested firms shall furnish (5) copies of the response for the RFQ. The RFQ shall be no more than forty (40) pages.

The Airport/City intends to select a single firm to provide the services required for the projects in the RFQ expected to be performed within five (5) years from initial contract. The Airport/City will make the selection from the RFQ's received.

WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATIONS PROCESS OR AWARD OF CONTRACT

By submitting qualifications, the submitter agrees to and does waive any claim the submitter has or may have against the City of Midland, Texas and the City's employees, agents and officers, arising out of or in any way connected with the following:

1. The administration, evaluation or recommendation of any submission of qualifications;
2. Waiver or deletion of any of the requirements under the Request for Qualifications;
3. Acceptance or rejection of any proposals;
4. Award of any contract Waiver or deletion of any of the requirements under the Request for Qualifications;
5. Acceptance or rejection or any proposals;
6. Award of any contract.

The submitter agrees that this is the intentional relinquishment of the above listed rights. By submitting qualifications, the proposer acknowledges that the submitter understands all terms of the proposal documents and consents to the evaluation process and the possibility of a negative assessment.

WAIVER OF ATTORNEY FEES

By submitting qualifications, each submitter agrees to waive and does hereby waive any claim the submitter has or may have against the City of Midland, Texas, and the City's respective employees and representatives for the award of attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any submission, waiver of any requirements under the submission, or the Contract Documents, acceptance or rejection of any submission, and award of the Contract. By submitting qualifications, the submitter specifically waives any right to recover or be paid attorney's fees from the City of Midland, Texas, or any of the City's employees and representatives under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et. seq., as amended). The submitter agrees that this is the intentional relinquishment of a known right.

By execution and submission of these qualifications, the Submitter hereby represents and warrants to the City of Midland that the Submitter has read and understands the Request for Qualifications and the Contract Documents and this submission is made in accordance with the Request for Qualifications. Proposer acknowledges that it understands all terms within the request for statement of qualifications documents which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

## II. INTRODUCTION

The Midland International Air & Space Port is an FAA-certificated commercial service airport situated in a small hub local market, enplaning approximately 650,000 passengers per year in 2019. Major airline service is provided by American Eagle, Southwest and United Express. Currently, there are 29 airline flights per day along with military, business aircraft and general aviation aircraft activity exceeding 65,000 operations per year.

Midland Airpark is a General Aviation Facility. It has two runways along with corporate hangars and T-Hangars. There are currently 101 based aircraft. The airport is under TxDOT Aviation review and funding.

## III. PROJECT OVERVIEW

The Midland International Air & Space Port System (owner) is seeking professional engineering and architectural consulting services including, but not limited to, project design, administration, supervision and coordination for airport development projects at both airports expected during the next 5 years.

Airport development projects are subject to FAA funding and/or TxDOT funding and approval. Any project referred to in the RFQ is subject to this process and will not begin until these steps have been completed. The consultant is expected to be knowledgeable in the FAA Airport Improvement Program (AIP), Passenger Facility Charge (PFC) program and TxDOT Aviation

Division Funding Program, and will assist the airport in seeking funding and project approval through grants and PFCs to implement any one or more of the projects. Engineering/ Architectural services will involve such support services as preparing project cost estimates and preparation of grant application documents. Other services and documents that the engineer/architect may be expected to provide will include preparation of monthly FAA Grant or PFC Request for Reimbursements, contractor pay estimates, project progress reports, perform problem resolution, inspections, and visits with FAA and/or TxDOT officials, making presentations and reports to the Airport Board, City Council, FAA, TxDOT and similar services as may be required or requested. The consultant shall have experience with working with FAA SW Region, TxDOT Aviation staff and FAA Air Traffic Control.

IV. PROJECT DESCRIPTION/SCOPE OF SERVICES

1. Professional Engineering and Architectural Services

Professional engineering and architectural services shall be performed by qualified persons registered and licensed by the State of Texas with knowledge and experience in airport planning, design and construction. The professional engineering and architectural services will include the basic services of the Preliminary, Design, Bidding and Construction Phase consultant services. The professional engineering and architectural services may also include, but not be limited to:

a. Engineering and design of airfield pavement surfaces including concrete and asphalt construction, airfield lighting and signage, and pavement markings, etc.;
b. Engineering and architectural design of Airport Facilities such as hangars, cargo buildings, Terminal Facilities, etc.;
c. Architectural Landscape design;
d. Architectural Interior design;
e. Preparation of plans, specifications, bid documents and construction drawings consistent with owner's standards and requirements as well as FAA and/or TxDOT Aviation standards and regulations relating to technical design matters and in bidding and purchasing procedures. Preparation will include any necessary research, justification, or supporting data needed to properly complete the design through construction of the project;
f. Assistance in the preparation of AIP and/or TxDOT Aviation grant documents and PFC documents for the application for federal and local funding needs;
g. Preparation of FAA project progress reports, contractor pay estimates, AIP grant reimbursement requests and reports in conjunction with PFC collection and processing, and other reporting forms that may be required;
h. Providing project administration, management and coordination to the extent as determined by the owner. These services may include such services as construction

management and coordination, resident project representation, testing, surveying and other services for quality assurance and compliance with all the specifications;

i. Meet with owner's staff, city officials and airport board to confer and advise on matters relating to the design and/or implementation of the project(s);
j. Assist owner with prebid conferences, participate in bid evaluations and make recommendations to the Airport with regard to qualification and selection of construction bidders;
k. Prepare and submit required notices of proposed construction.

2. Project Coordination and RPR Services

Whenever the architect/engineer is selected to perform project and construction administration, coordination, or management services, or other services for inspection, testing and quality assurance services etc., the engineer will perform the amount of work necessary to assure the airport of quality and thoroughness in planning, design, construction and other project elements and that work received is in accord with approved specifications and that all construction is performed with professional craftsmanship and skill.

Services in the category shall include but not be limited to:

a. Prepare and maintain phasing schedules, construction target dates, organize and conduct construction progress meetings, tenant meetings and other activities necessary for the smooth and efficient flow of work progress.
b. Specify and have executed (with coordination of owner) any surveying and testing services to determine pre-construction conditions necessary for bidding, and during construction to ensure quality and integrity of the project work
c. Prepare and submit to FAA Weekly Construction Progress Reports, Quarterly Grant Progress Reports and other FAA required construction phase reporting requirements.

Whenever the architect/engineer is selected to serve as the airport's representative, the architect/engineer will be expected to take initiative and represent the airport's best interests above all others, at all occasions, from the lowest level of supervision, and maintain proper documentation of any actions taken, and report those actions to the airport staff designee.

3. Insurance Requirements

Before starting and until acceptance of the work by the owner, the consultant shall procure and maintain minimum levels for insurance as specified by this section; the owner reserves the right to add requirements or increase the specified amounts, depending on the project or number of projects.

a. Architect's/Engineer's Professional Liability – The architect/engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 during the term of this Contract. Such coverage shall be maintained for a period of three (3) years following completion and acceptance of any work performed under this agreement. In the event the architect/engineer fails to secure and maintain such coverage, architect/engineer shall be deemed the insurer of such professional liability and shall be responsible for all damages suffered by the owner as a result thereof, including attorney's fees and costs.
b. Notice of Cancellation and/or Restriction – Each policy must be endorsed to provide the owner with a minimum of forty-five (45) days' notice of cancellation and/or restriction.
c. Certificates of Insurance – Certificates of Insurance evidencing the insurance coverage specified in the section shall be filed with the owner before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract, and shall state that such insurance is as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

5-Year CIP Representative Project List

The following projects represent potential projects that may be constructed at Midland International Air & Space Port or Midland Airpark. This list may be expanded, or projects deleted based on the Owner's discretion, FAA funding and/or TxDOT Aviation funding.

- Reconstruct Taxiway E, West of Taxiway A
- Reconstruct Asphalt Air Carrier Apron Pavement with Concrete Pavement
- Airfield Snow Removal Vehicles and Equipment Acquisition
- Engineering Evaluation of Asphalt Pavement on the Air Carrier Runways and Taxiways
- Rehabilitate Runway 16R/34L, Runway 10/28 and Air Carrier Taxiways Asphalt Pavement
- Facility Assessment and Rehabilitation of prior Commemorative Air Force (CAF) Museum Building for use as a Hangar or Hangar with office space
- Airside/Landside improvements at the previous CAF site – scope of project is anticipated to consist of the reconstruction/rehabilitation of the existing Taxiway V, extension of existing Taxiway V, potential new taxilanes, new aircraft apron, construction of vehicle access roadways and construction of water/sewer utilities
- Rehabilitate Runway 7/25, Runway 16/34 and Taxiways at Midland Airpark
- Other items as may be funded by FAA, PFC, City/Airport and/or TxDOT Aviation during the 5-year period at either MAF or MDD airports.

V. STATEMENT OF QUALIFICATIONS INSTRUCTIONS

1. The SOQ

The statement of qualifications shall incorporate by reference the scope of services and other provisions contained in the RFQ and outline any other services the proposer sees necessary to design and implement the scope of work. The SOQ is expected to include a description of how the proposer will perform the work, methodology, and personnel resources to complete the projects. The SOQ shall include the submitter's experience and qualifications as it relates to these projects.

2. Performance Standards

Performance standards and accountability expected for professional services include performing the design, plans and specifications and other tasks in the manner that will produce the project in its entirety without the need for change orders and other cost additive items.

3. Evaluation of SOQ

Statement of Qualifications received in response to this request shall be evaluated and rated by an Evaluation Committee appointed by the Director of Airports. The selection criteria will be based on the total percentage of points of the following:

| | | |
|---|---|---|
| a. | Consultant history and related project experience, AIP, PFC and TxDOT | 20% |
| b. | Staff resources, architectural and engineering | 20% |
| c. | Team members, key personnel and proposed project management | 15% |
| d. | Familiarity with Midland International Air & Space Port, City of Midland and Part 139 Certificated Airports | 15% |
| e. | Capability to furnish qualified construction resident project representative | 10% |
| f. | Experience working with FAA SW Region and FAA Air Traffic Control | 10% |
| g. | Experience working with TxDOT Aviation | 10% |

# City Council Meeting

**Item Number:** 8

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Justine Ruff, Director

**Subject:** **Motion approving plans and specifications for the Gate #6 Elevated Walkway Installation Project (700244-505) at Midland International Air & Space Port, 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 Interim City Manager or the Interim 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.(AIRPORTS)**

---

**Purpose:**

Consider a motion authorizing the advertisement for bids for the Gate #6 Elevated Walkway Installation Project (700244-505) at Midland International Air & Space Port.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

To be determined

**Discussion:**

This project includes the addition of Gate #6 to help meet the capacity needs of future flights into Midland International Air & Space Port. In August 2019, we opened bids for replacing the existing five passenger boarding bridges at MAF. Based on the growth of enplanements at that time, the FAA approved expanding the project to include the addition of Gate #6. We were able to issue a change order with ThyssenKrupp (the Jetbridge manufacturer) to manufacture both the Gate #6 passenger boarding bridge and the elevated walkway. The change order was also able to include the installation of the Gate #6 Passenger Boarding Bridge. However, due to procurement requirements, the change order has reached the maximum of 25% over the original

contract price with ThyssenKrupp. We did not want the 6th Passenger Boarding Bridge and the Walkway to be from a different manufacturer than the other five newly installed Passenger Boarding Bridges. As such, we included the manufacturer of the Passenger Boarding Bridge and Walkway in the allowable change order amount. This motion is to advertise for bids for the installation only of the Elevated Walkway to the new Gate #6 Passenger Boarding Bridge. The FAA is participating in this project at 100%.

Robert Patrick

City Manager's Office

Parkhill

# PROJECT MANUAL

## Package 4 – Gate 6 Walkway Installation

## Midland, Texas

Midland International Air & Space Port

January | 2021

Parkhill Project # 03977818

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Parkhill

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Walkway Installation – Scope of Work

This document is released on January 04, 2020 for the purpose of interim review under the authority of Shane Cullie Danley, R.A., Texas license # 23571. It is not to be used for regulatory approval, construction, bidding or permit purposes.
Parkhill

**ADVERTISEMENT FOR BIDS**
NOTICE TO BIDDERS

Sealed proposals addressed to the City Secretary will be received at the office of the City Secretary, City Hall, Midland, Texas until **2:30pm CST February 24, 2021** for furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland International Air & Space Port, Midland, Texas. These improvements are contained in plans and specifications entitled, "Package 4 – Gate 6 Walkway Installation," dated January 2021.

Immediately following the closing time for receipt of bids, proposals will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Principal items of work are set forth in specific detail in the proposal section of these specifications; however, work items may be generally described as *installation of Owner-provided Elevated Passenger Walkway to new Gate 6 Passenger Boarding Bridge.*

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

A bid proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that bidder will enter into the written contract. The guaranty is to amount to 5 percent of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or a bid bond.

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

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

This project is subject to Minority Business Enterprise Contract Provisions, Foreign Trade Restrictions, Federal Debarment and Suspension, Drug-free Workplace, and other requirements stated in the Instructions to Bidders and other sections of project specifications and contract documents.

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

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

MAF treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MAF to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. DBE contract goal of 0 percent, has been established for this contract. Bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet contract goal for DBE participation in performance of this contract.

Successful bidder/offeror will be required to submit the following information: (1) names and addresses of DBE firms that will participate in contract; (2) description of work each DBE firm will perform; (3) dollar amount of participation of each DBE firm participating; (4) written documentation of bidder/offeror's commitment to use a DBE subcontractor whose participation submits to meet contract goal; (5) written confirmation from the DBE of participation in contract as provided in commitment made under (4); and (6) if contract goal is not met, evidence of good faith efforts. Successful Bidder or Offeror must provide written confirmation of participation from each DBE firm the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit DBE written confirmation of participation within five days of receiving Owner notice to successful Bidder.

Information for bidders, proposal forms, specifications, and plans are on file in the office of the Director of Airports, Midland International Air & Space Port, Midland, Texas.

Download documents (PDF file extension format) can be obtained from the Parkhill Info Exchange website after registering with Parkhill at www.parkhill.com/bids/ or by contacting Elizabeth Hollenbeck, Project Assistant, at ehollenbeck@parkhill.com. No cost or deposit required for this option.

CITY OF MIDLAND, TEXAS
Amy M. Turner
City Secretary

# INSTRUCTIONS TO BIDDERS

## IB-1. BID FORMS

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

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

## IB-2. PREPARATION OF PROPOSALS

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with Proposals. Bid prices shall be written in ink. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with Proposal. Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the City Secretary, 300 N. Loraine, Midland, Texas 79701 marked "Bid for Midland International Air & Space Port – Package 4 – Gate 6 Walkway Installation" with name and address of Bidder also shown thereon. **If the Sealed Bid is sent in a mailing envelope, the outside of the mailing envelope must also have visible this same marking.**

## IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

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

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

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

## IB-4. BID SECURITY

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

## IB-5. PERFORMANCE AND PAYMENT BONDS

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

IB-6. INTERPRETATION OF BIDS

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

IB-7. DISPOSITION OF BIDS

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

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

IB-8. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Prior to submission of a Proposal, each Bidder shall have made a thorough examination of the site of work and of the plans and specifications, and shall become informed as to the location and nature of the proposed construction, labor conditions and all other matters that may affect the cost and time of completion of the work upon which he bids. Bidders shall make such investigations of the nature of the project as they deem necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. Submission of a Proposal shall be prima facie evidence that Bidder has made such an examination. Contact Justine Ruff, Director of Airports (432.560.2200), to schedule a site examination visit.

IB-9. PREBID CONFERENCE

A prebid conference will be held at 10:00am CST February 10, 2021 , in the Conference Room at Midland International Air & Space Port. At this time, all interested bidders will be requested to appear and present any questions they may have pertaining to this project. All bidders are urged to attend prebid conference because they will be charged with notice of the matters discussed therein. Attendance to the prebid conference is not mandatory.

IB-10. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

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

Receipt of each addendum shall be acknowledged by Bidder in the space provided and each addendum shall be enclosed with Proposal when it is submitted. All addenda shall become a part of these contract documents.

IB-11. AVAILABILITY OF PLANS

A. For Bidders

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

1. Downloadable documents (PDF file extension format) can be obtained from the Parkhill Info Exchange web site after registering as a plan holder with issuing Parkhill office. No cost or deposit required for this option.

B. For Contractor

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

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

Plans and Specifications $150.00 per set.

IB-12. SPECIAL PROVISIONS

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

IB-13. PLANT LOCATION AND STORAGE AREA

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

IB-14. WITHDRAWAL OF PROPOSALS

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

IB-15. DISQUALIFICATION OF BIDDERS

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

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

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

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

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

Lack of competency as revealed by the financial statement submitted.

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

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

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

IB-16. MATERIAL GUARANTY

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

IB-17. DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

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

IB-18. WAIVER

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

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

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

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

IB-19. WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. CONTRACTOR SPECIFICALLY AGREES THAT IF CONTRACTOR BRINGS OR COMMENCES ANY LEGAL

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

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

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

# BID BOND

THE STATE OF TEXAS )

SURETY'S NO._____

COUNTY OF MIDLAND )

KNOWN ALL MEN BY THESE PRESENTS, THAT_____

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

_____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, a home rule municipal corporation of Midland County (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 perform all work associated with the Gate 6 Walkway Installation.

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 of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect 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 WHEREOF, the said Principal and Surety do sign and seal this instrument, this day of_____, 20___.

_____ _____
Surety

By_____ By_____

Address_____ Address_____

_____ _____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

**PROPOSAL**

_____, 2021

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

Gentlemen:

Pursuant to the foregoing Notice to Bidders, the undersigned Bidder hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute a Contract and Bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

GATE 6 WALKWAY INSTALLATION

Bidder is required to separate cost of materials to be incorporated into this project. Such material costs are separated from other costs so Bidder is a seller of such materials to City. Bidder shall be required to issue a resale certificate on such materials in lieu of paying sales tax on such materials at time of purchase. City will provide successful Bidder with a sales tax exemption certificate for such materials. Labor and materials charge shall be separated as follows:

BID

| | |
|---|---|
| MATERIALS | $_____ |
| LABOR | $_____ |
| **TOTAL BID** | **$**_____ |

The above Total Bid Amount shall include the Contingency listed in Section 01 20 00 "Price and Payment Procedures." The undersigned Bidder hereby declares he visited site of work and carefully examined Plans, Specifications, and Contract Documents pertaining to work covered by bid, and prices bid herein are based on minimum wage rates included in specifications.

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

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

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in list of countries that discriminate against U.S. firms published by Office of the United States Trade Representative (USTR);
b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned

or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

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

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

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

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

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

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

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

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

Bidder acknowledges receipt of the following addendum:_____

_____

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

_____
Contractor

(Seal if Bidder is a Corporation)

By _____

_____
Address

NOTE: Fill in all blank spaces in this and accompanying forms and include proper bid security.

# CONTRACT

STATE OF TEXAS

COUNTY OF MIDLAND

THIS CONTRACT, made and entered into this __th day of _____, 2021, by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation ("***Owner***"), and _____, ("***Contractor***").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by Owner, and under the conditions expressed in the bond bearing even date herewith, Contractor hereby agrees to commence and complete the construction of items of work included in this project, which are described as installation of Owner-provided Elevated Passenger Walkway to new Gate 6 Passenger Boarding Bridge.

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

These improvements are shown on the plans and specifications entitled "*City of Midland, Midland International Air & Space Port, Package 4 – Gate 6 Walkway Installation*" dated January 2021. The plans and specifications are hereby incorporated herein by reference for all legal purposes and shall apply to this Contract as if fully set forth herein.

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

Contractor hereby agrees to commence work under this Contract within ten (10) days of a date to be specified in written "Notice to Proceed" and to complete work under Base Bid identified on plans within thirty (30) consecutive calendar days from Notice to Proceed.

Contractor further agrees to pay as liquidated damages the sum of one thousand and no/100 dollars ($1,000.00) for each consecutive calendar day beyond days allowed as hereinafter provided in Paragraph 32 of the General Conditions.

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

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

**CONTRACTOR AGREES THIS IS INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT.**

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

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

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

OWNER:

CITY OF MIDLAND, TEXAS

By_____
Patrick Payton, Mayor

ATTEST:

By_____
Amy M. Turner, City Secretary

CONTRACTOR:

ATTEST:

By_____ By_____

Complete Address:

_____

_____

_____

**PERFORMANCE BOND**
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of the City of _____, County of _____ and State of _____, as principal, and

_____hereinafter called the Surety, are held

and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County,

Texas, (hereinafter called the City-Obligee), in the penal sum of _____

_____ DOLLARS, ($_____) lawful money of the United States, well

and truly to be paid to the City of Midland, Texas, for 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 Owner-Obligee, dated

the ___ day of _____ 20_, to install Owner provided Elevated Walkway to Passenger Boarding Gate 6 for the Midland International Air & Space Port, Midland, Texas
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 copied at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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 any way affect its obligation on this Bond, and it does waive notice of any such change,

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

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

| Contractor | Surety |
| --- | --- |
| By_____ | By_____ |
| | (Title) |

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

**PAYMENT BOND**
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____, County of and State of _____, as principal, and _____ hereinafter called the Surety, are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, 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 Owner-Obligee, dated the ___day of _ 2021, to install Owner-provided Elevated Walkway to Passenger Boarding Gate 6 for the Midland International Air & Space Port, Midland, Texas _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of this 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 any way affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed thereunder.

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

| | |
|---|---|
| _____ | _____ |
| Contractor | Surety |
| By_____ | By_____ |
| | (Title) |

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

**CERTIFICATE OF INSURANCE**

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

Date_____

Type of Project: Elevated Walkway Installation

THIS IS TO CERTIFY THAT _____
(Name of Insured)

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

SAMPLE ONLY
SUCCESSFUL
CONTRACTOR
SHALL PROVIDE
CERTIFICATE OF
INSURANCE FROM
HIS INSURANCE
CARRIER

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

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Description of Operations Covered:_____

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

EIGHT COPIES OF THIS CERTIFICATE MUST BE SENT TO THE OWNER

_____
(Name of Insurer)

By _____
Title _____
Phone _____

NOTE: THE CITY OF MIDLAND AND PARKHILL SHALL BE NAMED AS ADDITIONAL INSUREDS ON REQUIRED INSURANCE POLICIES.

**EXPERIENCE RECORD**

List of Projects, similar to that covered by Proposal, which Bidder has successfully completed:

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

List of Projects Bidder is now engaged in completing:

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

List of Surety Bonds in force on the above uncompleted work:

| Amount of Contract Award | Amount of Bond | Name of Surety Company |
|---|---|---|
| | | |

_____
Bidder

By_____

_____
Business Address

**EQUIPMENT SCHEDULE**

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

Portion of work bidder proposes to sublet, if any:

Dated this _____ day of _____, 20____.

By_____

Title_____

FAA
Airports

# Required Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

## ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

| | |
|---|---|
| Goals for minority participation for each trade: | **19.1%** |
| Goals for female participation in each trade: | 6.9% |

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Midland, Texas, Midland County.**

## BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Contractor* |] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor* |] written notice that describes the nature of the breach and corrective actions the [*Contractor* |] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor* |] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor* |] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

## GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Title VI Solicitation Notice:**

The City of Midland, Texas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages

of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

## CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## DISADVANTAGED BUSINESS ENTERPRISES

**Contract Assurance (§ 26.13)** –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

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

**Prompt Payment (§26.29**) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Midland. The prime contractor agrees further to return retainage payments to each subcontractor within [30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Midland. This clause applies to both DBE and non-DBE subcontractors.

## TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**
**CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply

the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded

or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee

identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor* |] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor* |] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**PROHIBITION OF SEGREGATED FACILITES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

## SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

3) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

5) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

6) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

7) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

8) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

**SECTION 80-09 FROM AC 150/5370-10**

80-09 Default and termination of contract. The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Architect/Engineer consider the Contractor in default of the contract for any reason above, the Architect/Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Architect/Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Architect/Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

"General Decision Number: TX20200261 01/03/2020

Superseded General Decision Number: TX20190261

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 $10.80 for calendar year 2020 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 $10.80 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 2020. 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 | 01/03/2020 |

BOIL0074-003 01/01/2017

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | $ 28.00 | 22.35 |

ENGI0178-005 06/01/2014

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane | $ 29.00 | 10.60 |
| (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 | $ 27.50 | 10.60 |

* IRON0084-011 06/01/2019

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 24.42 | 7.12 |

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* PLUM0404-001 09/01/2019

| | Rates | Fringes |
|---|---|---|
| PLUMBER | $ 25.55 | 8.56 |

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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

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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)).

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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 ""Trackfillers"" 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.

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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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION
"

CONTRACT ASSURANCE

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

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

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

PROMPT PAYMENT

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

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

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

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

**CITY OF MIDLAND DEPARTMENT OF AIRPORTS - DBE POLICY STATEMENT**

**Section 26.1, 26.23 Objectives/Policy Statement**

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

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

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

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

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

Justine Ruff
Director of Airports

Information to be submitted (26.53(b))

MAF treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MAF to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 0 percent has been established for this contract. Bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

TO BE INCLUDED WITH PROPOSAL
Bidder/Offeror shall include with their proposal, a completed Bidder Information Sheet, Form 1: Disadvantaged Business Enterprise (DBE) Utilization, (signed by bidder/offeror) and Form 2: Letter of Intent (for each DBE firm). Form 2: Letter of Intent does not require a signature by DBE firm(s) at the time of the proposal submission.

UPON AWARD OF CONTRACT
Successful bidder/offeror will be required to submit the following information: (1) names and addresses of DBE firms that will participate in the contract; (2) description of the work that each DBE firm will perform; (3) dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The successful Bidder or Offeror must submit DBE written confirmation of participation within five days after Bid Opening.

Midland International Air & Space Port

To all Bidders for AIP funded projects for Midland International Air & Space Port:

Any company desiring to submit a bid on an AIP grant project for the Midland International Air & Space Port, must complete a Bidder Information Sheet that includes:

- Name of Firm
- Address of Firm
- Age of Firm
- Whether firm is a certified disadvantaged business enterprise
- Amount of annual gross receipts

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

Upon Airport acceptance of bid, the following information must be submitted to Midland International Air & Space Port's Disadvantage Business Enterprises Liaison Officer (DBELO) before project is started:

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

Once project starts, a Monthly Progress Report (MAF Form or TxDOT Form 4903 or 4904) of the actual dollar amount paid to DBE subcontractors should be submitted monthly to the DBELO.

For questions, please call 432.560.2200. Thank you for your time and consideration regarding this matter.

Sincerely,

MAF, Liaison Officer
Disadvantage Business Enterprise

Encl

# ATTACHMENT 5 - FORMS 1 AND 2 FOR DEMONSTRATION OF GOOD FAITH EFFORTS

**FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of ____%DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

_____

_____

_____

_____

_____

_____

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $_____

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature)(Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(Submit this page for each DBE subcontractor.)

**Midland International Air & Space Port**
**Department of Airports**

# Bidder Information Sheet

**Firm Name:** _____

_____

**Address:** _____

_____

_____

**Age of Firm:** _____

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

**Mark the category of your firm's Annual Gross Receipts.**

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

# DBE/Non DBE Monthly Progress Report for MAF

Project: _____ AIP Grant No.: _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____ DBE Goal Dollars: _____

Contractor DBE Status: (DBE or Non DBE)_____ Reporting Month: (Mo/Y.): _____

| Vendor Number | Name of Prime/Subcontractor DBE or Non-DBE | * D or N | **Dis-advantaged Group | Type of Work | ***Total $ Amt Paid for Work Performed (Prime & Sub; DBE & Non-DBE) | **** $ Amt Paid to Non-DBE Firm this Pay Period | ***** $ Amt Paid to DBE Firm this Pay Period |
|---|---|---|---|---|---|---|---|
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* All payments to DBE and Non-DBE firms are required to be reported. (D=DBE; N=Non DBE)

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

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

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

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

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

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

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

Signature: _____ Date: _____

Company Official

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

# SPECIAL PROVISIONS

## SP-1 SCOPE OF WORK

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

Principal items of work are set forth in specific detail in proposal section of these specifications; however, Work items may be generally described as installation of Owner provided Elevated Passenger Walkway to new Gate 6 Passenger Boarding Bridge.

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

All labor, materials, and equipment necessary to complete Work called for in these specifications and shown on plans shall be furnished by Contractor.

Payment for various items of work will be made as specified under various payment paragraphs of technical sections.

Contractor will be required to submit Project to the City of Midland Building Official to obtain permit review of project items. The submission for Permit Review shall occur as early as possible following project award. The Cost of the Permit Review and Permits shall be included in the Bid Proposal Cost.

## SP-2 CONTRACT DOCUMENTS

All work covered by this contract shall be done in accordance with Contract Documents described in the General Conditions. Drawings included in documents consist of plans entitled "Midland International Air & Space Port, “Package 4 – Gate 6 Walkway Installation,” dated January 2021.

All proposers shall be thoroughly familiar with all drawings and specifications. Contractor shall be responsible for satisfactory completion of all work shown on drawings or specified.

Intent of plans and specifications is to prescribe a complete work or improvement which Contractor undertakes in full compliance with plans, specifications, special provisions, proposal, and contract. Contractor shall do all work including such additional, extra, and incidental work as necessary to complete project in a satisfactory and acceptable manner, as provided in plans, proposal, and contract. He shall furnish, unless otherwise provided in specifications, special provisions, or contract, all materials, equipment, tools, labor, and incidentals necessary to prosecute completion of Work.

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

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

## SP-3 TIME AND ORDER OF COMPLETION

Contractor will be required to coordinate installation of Gate 6 Walkway with the manufacturer of the Walkway, Thyssenkrupp Airport Systems, Inc., for delivery date and installation date.

Contractor will be permitted to prosecute certain portions of Work in order and manner of his own choosing to the best interest of project; however, Work shall be conducted in such manner and with such materials, equipment, and labor as required to insure completion in accordance with plans and specifications within time stated in Proposal and in Contract. Contractor shall furnish Architect/Engineer with his proposed progress schedule and this schedule shall be approved by Architect/Engineer before work is commenced on project.

Contractor is reminded approved material submittals are required prior to incorporation of materials into this project. To avoid any delays in progress of Work, it is imperative complete information be provided to Architect/Engineer as early as possible for review and approval.

Contractor will be required to execute various portions of project in phases to maintain usage of airport facilities as well as safety during entire project. Contractor will be allowed to develop his own phasing plan which will meet intent of phasing shown on Plans. Contractor's phasing plan will be subject to Architect/Engineer approval.

Contractor’s phasing shall, in general, not prevent airline ability to operate at aircraft gate area and passenger access to all areas of Terminal Building, except as described above and/or on the Plans. Work may require performance in sections in these areas to maintain passenger access to these areas.

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

Contractor shall schedule his work well in advance of actual operations and keep Architect/Engineer advised of this schedule so close coordination can be maintained with Director of Airports and with other contractors. Portions of aprons will be closed as required for proper execution of work, but at least three days notice will be required before closing any portion of an apron. Notice to Airmen (NOTAM's) will be filed by the Director of Airports.

When closing of portions of the apron for construction is required, the time closed shall be kept to a minimum time. Contractor shall be required to provide, install and maintain approved closed apron barricades in accordance with FAA Advisory Circular 150/5370-2, current version, and other applicable FAA regulations. No separate measurement or payment shall be made for closed apron barricades. All operations shall be coordinated through Architect/Engineer and the Director of Airports.

## SP-4 LIMITATION OF OPERATION

Each item of work shall be completed without delay and in no instance shall Contractor be permitted to transfer his forces from uncompleted work to new work without permission of Architect/Engineer. Contractor shall be required to submit a schedule of operations to Architect/Engineer for approval. Contractor shall not commence new work to prejudice of work already started.

Contractor shall take all precautions necessary to ensure the safety of passengers and aircraft, as well as his own equipment and personnel. Special considerations shall be given to flight schedules and routes taken by equipment traveling within airport area.

Nighttime construction activities will not be permitted without prior approval of Architect/Engineer and Director of Airports. If required and permitted, nighttime construction activities shall be as noted on plans and coordinated, through Architect/Engineer, with Director of Airports. During nighttime construction, Contractor shall provide all equipment traveling within airport area with a flashing light, remaining visible and operational at all times.

All operations shall be coordinated, through Architect/Engineer, with the Director of Airports, to the end that no interference with aircraft traffic on active runways, taxiways, or aprons will result from the operations of Contractor. Construction activities will not be allowed within the safety areas of any active runway or taxiway unless approved by Architect/Engineer and Director of Airports. Taxiway safety area is defined as the area within 90 feet of the centerline of any taxiway or taxilane. Runway safety area is defined as the area within 250 feet of the centerline of any runway when aircraft are operating under Visual Flight Rule (VFR, clear weather) conditions, or within 570 feet of the centerline of any runway when aircraft are operating under Instrument Flight Rule (IFR, inclement weather) conditions.

Contractor shall maintain flaggers, as may be required, to direct his construction traffic if it becomes necessary for such traffic to cross or travel along any active taxiway, apron, or runway. Traffic shall be directed away from these facilities whenever possible and no traffic shall ever cross an active runway, taxiway, or apron without having proper clearance.

Contractor shall schedule his work well in advance of actual operations and keep Architect/Engineer advised of this schedule so close coordination can be maintained with Director of Airports.

Contractor shall exert every effort to maintain the safety of aircraft traffic and shall acquaint himself with the rules and regulations concerning aircraft traffic safety. The requirements of FAA Advisory Circular 150/5370-2 current version, "Operational Safety on Airports during Construction," will be maintained. Violations of the safety rules by Contractor's workers shall result in the discharge of such workers in accordance with the General Conditions. Continued violations of safety rules and regulations by Contractor, after having been notified of such violations by Architect/Engineer, shall constitute grounds for suspending Contractor's operations until steps are taken that will ensure a safe operation.

Contractor's field office and material storage area may be located south of the Terminal in the area designated by the Director of Airports.

Contractor shall provide an area for parking all equipment not being used for construction purposes, and for parking of employee vehicles. This area shall be located away from the operational area of the airport in an area approved by Architect/Engineer and the Director of Airports. No employee or other unauthorized vehicles will be allowed within the operational area of the airport, unless employee has the required security badge or is escorted by a badged employee. If Contractor needs his field office to be located outside the secure area, Contractor can install temporary security fencing around the office site. The security fence will be required to be approved by the airport.

Contractor shall be responsible for allowing only authorized personnel to enter secure/sterile area of airport. Any access points to secure/sterile side of airport used by Contractor, shall be controlled by Contractor and only Contractor employees who are badged, directly escorted, or under direct observation of a badged Contractor employee shall be permitted to enter secure/sterile side of airport.

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

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

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

Contractor shall be subject to a preconstruction conference to discuss phasing and project safety control after award of contract.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is performed within or adjacent to aircraft operating areas (AOA), the following Rules and Regulations will apply unless otherwise authorized by Airport Operations. **Contractor required to have all picture-badged supervisors fingerprinted. Fingerprinting cost is $50 per person and is paid by Contractor.**

5-1 AOA Badge: At least one supervisor with an AOA picture badge must be present at all times with any group of unbadged personnel when within the AOA or sterile area of Terminal Building.

5-2 Escorts: All escorts performed by Contractor within AOA or sterile area of Terminal Building, must be accomplished by picture-badged personnel. Traffic must adhere to haul routes at all times (see Subparagraph 5-3). Only authorized airport personnel are to perform escorts off established haul routes.

5-3 Haul Routes: If performance of work requires Contractor to move equipment or materials within AOA, Contractor will be required to establish haul routes. Haul routes must be authorized through Airport Operations. Contractor shall furnish, erect, maintain and remove approved markers for delineation of haul routes.

5-4 Escorts, Badges and Permits: When AOA construction activity is performed within aircraft operating area or sterile area of Terminal Building, the following rules will apply unless otherwise authorized by Airport Operations.

A. Escorts: Contractor vehicles and equipment must be escorted by Airport Operations and observe Rules and Regulations.

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

B. AOA Badges: Contractor personnel will display an AOA Identification Badge. Any time Contractor personnel are working with sterile area of Terminal Building, personnel shall be badged or under direct visual supervision of badged Contractor personnel.

C. AOA Access Permit: Contractor vehicles will display an AOA Access Permit or Temporary AOA Access Permit.

EXCEPTION: Construction equipment such as tractors, dump trucks, and cranes will not be required to display an AOA Access Permit.

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

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

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

SP-6 AFFIDAVIT OF BILLS PAID

Prior to final acceptance of this project by Owner, Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in construction of these improvements, have been paid in full, including any retainage, and no claims are pending, of which he has been notified.

SP-7 CALENDAR DAY

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

SP-8 PROTECTION OF PROPERTY

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

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

Known existing underground utilities and structures are shown on plans. Their locations are believed to be reasonably accurate but not guaranteed.

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

SP-9 ELECTRIC POWER AND NATURAL GAS

Contractor will be allowed to use electric power and natural gas service that exists within Terminal Building at no cost to Contractor. Contractor will not be allowed to install service supply cables or piping that interfere or is a hazard to passengers. Any equipment necessary for Contractor to connect to existing services will be at Contractor expense.

Electrical Service and Natural Gas Service for Contractor's field office or material storage area, will be at cost of Contractor. Contractor will be responsible for arranging for services from utility companies.

SP-10 LINES AND GRADES

Architect/Engineer will provide Contractor with horizontal control points and benchmark for vertical control. All construction staking shall be done by Contractor. References to lines and grades as established by Architect/Engineer shall be in reference to these control points.

Architect/Engineer will provide Contractor with all necessary information relating to control points set by Architect/Engineer. Contractor will be responsible for laying out Work. Architect/Engineer will check grade control and major layouts at his discretion, but this check will not relieve Contractor of his responsibility of correctly locating line and grade in accordance with plans and specifications.

Architect/Engineer will take all measurements necessary for determination of amount of work performed under various items for which payment provided. Whenever necessary, work will be suspended to permit this work, but such suspension will be as brief as practicable and Contractor allowed no extra compensation therefor.

Contractor shall satisfy himself as to accuracy of all measurements before constructing any permanent structure and not take advantage of any errors made in laying out Work. Such stakes and markings as Architect/Engineer may set for either his own or Contractor's guidance, shall be scrupulously preserved by Contractor. In case of negligence on part of Contractor or employees, resulting in destruction of such stakes or markings, an amount equal to cost of replacing same may be deducted from subsequent estimates due Contractor, at discretion of Architect/Engineer.

SP-11 WATER FOR CONSTRUCTION

Contractor will be allowed to use water service that exists within Terminal Building at no cost to Contractor. Contractor will not be allowed to install hoses or other service supply lines that will interfere or be a hazard to passengers. CONTRACTOR WILL NOT BE ALLOWED TO DISPOSE OF MATERIAL OR CLEAN EQUIPMENT OF MATERIAL IN SINKS, TOILETS, ETC. WITHIN TERMINAL BUILDING. Any equipment necessary for Contractor to connect to existing water service, will be at Contractor expense.

Water service for Contractor's field office or material storage area will be at cost of Contractor. Contractor will be responsible for arranging for services from utility companies.

## SP-12 MATERIAL TESTS

Various tests on materials of construction are required in specifications. In general, Contractor shall bear cost of all material tests required before approval of material, source, or mix design. The City will bear cost of all passing commercial laboratory tests required for acceptance during construction of improvements and Contractor shall bear cost of all failing construction tests.

Tests required of communication cable or electrical systems after installation and for acceptance will be the responsibility of Contractor and Contractor shall bear the cost of these tests.

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

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

## SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

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

Barricades for area of aprons closed to traffic shall consist of 10-inch-wide by 8-foot-long plastic FAA approved barricades. Each barricade shall have reflective striping and a red flashing light on each end. Barricades shall be spaced with no more than 10 feet of clearance between the flashing lights attached to successive barricades. Obstructions shall be illuminated at night. Proper illumination of obstructions is critical to the safe operation of aircraft on the Airport. All warning lights shall be equipped with photocell controls to automatically turn on the lights at night and turn them off at daytime. Contractor shall check lights daily to assure batteries or power cells are working. In addition, Contractor shall check lights at night on a daily basis. Any lights found out-of-order, flashing weakly, or in otherwise less than acceptable operating condition, shall be immediately replaced or repaired. Architect/Engineer may suspend work on project if Contractor's warning lights are not maintained in an acceptable manner. A $25.00 charge will be assessed Contractor for each light, per day, found inoperative by Owner's personnel or representatives.

## SP-14 PREVENTION OF AIR AND WATER POLLUTION

Contractor shall use suitable precaution to minimize air and water pollution during progress of work. Contractor shall meet all requirements of EPA concerning air and water pollution.

## SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored shall be so placed and Work, at all times, be so conducted as to minimize inconvenience to passengers as possible. Contractor shall store erect necessary barricades/devices and store materials to protect safety of passengers. No runway, taxiway, apron, or roadway shall be closed or opened except by express permission from Architect/Engineer and Director of Airports.

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

SP-16 FINAL CLEANING UP

As each intermediate phase of work is completed and prior to opening any portion of Terminal Building or apron/ramp, Contractor shall be responsible for cleaning area.

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

SP-17 INSURANCE

Contractor shall not begin work under this contract until he has obtained all insurance as required in General Conditions of the Contract, furnished proof of same to Owner, and Owner approved the same. All insurance required for this project shall name the City of Midland and Parkhill as additional insureds.

Contractor shall also obtain an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland, Texas and Architect/Engineer as additional insureds and amount of policy shall be $1,000,000 for injuries, including accidental death, to one or more persons and subject to limit for each person; total limit of $1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; limit of not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident; total (or aggregate) limit of $2,000,000 for all damages arising out of injury to or destruction of property during policy period. A copy of this policy shall be delivered to Owner.

Before work on any contract or subcontract starts, each Contractor and Subcontractor shall submit to Owner for approval, seven certificates covering each insurance policy carried and offered as evidence of compliance with requirements, signed by authorized representative of insurance company, setting forth:

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

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

Contractor's insurance shall cover himself and all subcontractors and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by general contractor.

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

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

All materials and debris specified disposed of by Contractor shall become property of Contractor and properly disposed of off airport property by Contractor.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to lines, grades, cross sections, and dimensions. Any deviation from plans required by exigencies of construction, shall be determined by Architect/Engineer and authorized by him in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work rejected or condemned shall be repaired or, if not satisfactorily repaired, removed and replaced at Contractor expense. Materials not conforming to requirements of specifications shall be removed immediately from site of Work and replaced with satisfactory material by Contractor at his expense.

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

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

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due him for work on materials not clearly covered in contract, or not ordered by Architect/Engineer as an extra, Contractor shall notify Architect/Engineer in writing of intention to make claim for such extra compensation before he begins Work on which he bases claim and shall afford Architect/Engineer every facility for keeping actual cost of Work. Failure on part of Contractor to give such notification or to afford Architect/Engineer proper facilities for keeping strict account of actual costs, shall constitute waiver of claim for such extra compensation. Filing such notice by Contractor and keeping costs by Architect/Engineer shall not in any way be construed to prove validity of claim. When Work has been completed, Contractor shall, within 10 days, file his claim for extra compensation with Architect/Engineer, who will present it to Owner for consideration.

SP-22 FEDERAL PARTICIPATION

Contractor attention is invited to the fact that pursuant to the provisions of the Act of Congress known as the Airport Improvement Program of 1982 as amended, the United States Government may pay a portion of the cost of these improvements. Act of Congress provides that the construction work and labor in each state shall be done in accordance with the laws of that state subject to the inspection and approval of the FAA and in accordance with the rules and regulations made pursuant to said Act. Construction work, therefore, will be subject to such inspection by the Administrator of the Federal Aviation Administration or his agents as may be deemed necessary to meet with the above requirements when Federal funds are used, but such inspection will in no sense make the Federal Government a party to this contract and will in no way interfere with the rights of either party to Contract.

**SP-23 INDEMNIFICATION**

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

**CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND OWNER AND ALL OFFICERS, AGENTS, AND EMPLOYEES AND PARKHILL AND 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 FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON(S) OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF OWNER, OWNER'S OFFICERS, AGENTS, AND EMPLOYEES, OR ON ACCOUNT OF ANY NEGLIGENT ACT OF PARKHILL, OR OFFICERS, AGENTS, AND EMPLOYEES WHETHER SUCH NEGLIGENT ACTS WERE SOLE PROXIMATE CAUSE OF INJURY, DAMAGE, OR PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONTRACTOR OR EMPLOYEES, AGENTS, OR SUBCONTRACTOR NEGLIGENCE, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS OBTAINED AGAINST OWNER OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.**

**CONTRACTOR AGREES HE WILL INDEMNIFY AND SAVE OWNER AND PARKHILL HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN FURTHERANCE OF PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF NATURE HEREIN DESIGNATED HAVE BEEN PAID, DISCHARGED, OR WAIVED.**

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

SP-24 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

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

**Performance Bond shall remain in effect until one year after date of written acceptance of Work to ensure compliance by Contractor with requirements of this paragraph.**

SP-26 TEXAS STATE SALES TAX

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

Contractor performing this contract may purchase, rent, or lease all materials, supplies, and equipment incorporated into project by issuing to his supplier an exemption certificate in lieu of tax, said exemption certificate complying with State Comptroller's rulings; however, equipment and parts for equipment purchased to be used on project but not incorporated into project do not qualify for said tax exemption.

Contractor shall issue a resale certificate in lieu of paying such sales tax for all materials incorporated into this project. Further, Contractor shall separate charges for materials incorporated into project from charges for labor. Any such exemption certificate issued by Contractor in lieu of tax shall be subject to provisions of State Comptroller's rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts in connection with or in vicinity of project. Contractor shall afford other contractors reasonable opportunity for introduction, storage of materials, and execution of work, and coordinate his work and theirs. Contractor's coordination with other contractors shall require approval of Architect/Engineer. See Paragraph SP-3 for additional requirements concerning separate contracts.

SP-28 TRENCH SAFETY

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

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

SP-29 LOAD RESTRICTIONS

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

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

SP-30 NOTICE TO PROCEED

Notice to Proceed shall state date expected Contractor will begin construction and from date contract time will be charged. Contractor shall begin Work to perform under contract within 10 days of date set by Architect/Engineer in written Notice to Proceed, but in any event, Contractor shall notify Architect/Engineer at least 24 hours in advance of time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to extent of delivered cost of materials to be incorporated in Work, provided such materials meet requirements of contract, plans, and specifications and are delivered to acceptable sites on airport property or other sites in vicinity acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in next partial payment after these conditions are met:

a. Material has been stored or stockpiled in a manner acceptable to Architect/Engineer at or on approved site.
b. Contractor furnished Architect/Engineer with acceptable evidence of quantity and quality of such stored or stockpiled materials.
c. Contractor furnished Architect/Engineer with satisfactory evidence the material and transportation costs have been paid.
d. Contractor furnished Owner legal title (free of liens or encumbrances of any kind) to material so stored or stockpiled.
e. Contractor furnished Owner evidence that material so stored or stockpiled is insured against loss by damage to or disappearance of such materials any time prior to use in Work.

It is understood and agreed transfer of title and Owner's payment for such stored or stockpiled materials shall in no way relieve Contractor of responsibility for furnishing and placing such materials in accordance with requirements of contract, plans, and specifications.

In no case will amount of partial payments for materials on hand exceed contract price for such materials or the contract price for contract item in which material is intended to be used.

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

Contractor shall bear all costs associated with partial payment of stored or stockpiled materials in accordance with provisions of this subsection. Partial payments shall be in accordance with GC-46, "Partial Payments."

SP-32 WEIGHING AND MEASURING EQUIPMENT

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

All scales shall be checked prior to beginning operations, after each move, at such other times when in Architect/Engineer opinion there is a question as to accuracy or adequacy, and at least once each six months. Contractor shall furnish a report of calibration from a scale mechanic licensed by the Texas Department of Agriculture using certified weights and approved by Architect/Engineer, certifying scales meet requirements of this item. Plant operations shall cease during checking operation. When inaccuracy or inadequacy is discovered, scale use will not be resumed until corrective measures complete and/or scales calibrate. Whenever equipment is adjusted, adjustments shall be made to bring performance errors as close as practicable to zero value.

SP-33 DELETED

SP-34 AVERAGE CLIMATIC RANGE

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

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

**WEATHER TABLE**

| Month | Mean Number of Days of Rain[1] | Mean Number of Days of Snow/Ice Pellets[2] |
|---|---|---|
| January | 2.8 | 1 |
| February | 3.3 | 1 |
| March | 3.6 | 0 |
| April | 1.9 | 0 |
| May | 4.5 | 0 |
| June | 4.2 | 0 |
| July | 4.9 | 0 |
| August | 5.0 | 0 |
| September | 5.6 | 0 |
| October | 2.9 | 0 |
| November | 1.4 | 0 |
| December | 3.4 | 1 |
| **Annually** | **43.5** | **3** |

[1] Mean number of days rainfall, 0.01 inch or more.
[2] Mean number of days 1.0 inch or more.

This table is based on information reported from Midland International Air & Space Port, Midland, Texas. Latitude 31 degrees 56 minutes N. Longitude 102 degrees 12 minutes W., elevation (ground) 2,863 feet.

Means are based on records covering 10 years from 2005 to 2014.

SP-35 SUBSTANTIALLY COMPLETE

In various areas of specifications, "Substantially Complete" is used. The definition is:

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

SP-36 DELETED

SP-37 DELETED

SP-38 SOVEREIGN IMMUNITY

By executing this contract, Owner is not waiving rights to sovereign immunity. Owner is retaining immunity from suit. Owner is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

SP-39 GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or performance of this Contract shall be in Midland County, Texas. Obligations and undertakings

of each party to this Contract shall be deemed to occur in Midland County, Texas. This Contract shall be governed by, interpreted, enforced, and construed under law of the State of Texas. Laws of the State of Texas shall govern, construe, and enforce all rights and duties of parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from, or relating in any way to direct application of laws of another jurisdiction.

SP-40 THIRD-PARTY BENEFICIARY

This Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity not a party to this Contract shall have any third party beneficiary or other rights hereunder.

**SP-41 RELEASES**

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

SP-42 INDEPENDENT CONTRACTOR

It is expressly understood and agreed Contractor shall perform all work and services described herein as independent contractor and not as an officer, agent, servant, or employee of Owner; Contractor shall have exclusive control of and exclusive right to control details of services and work performed hereunder, and all persons performing same; and solely responsible for acts and omissions of officers, agents, employees, contractors, and subcontractors; doctrine of respondent superior shall not apply as between owner and Contractor, officers, agents, employees, contractors, and subcontractors; and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any Work and services described hereunder by Contractor shall be considered officer, agent, servant or employee of Owner. 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. Contractor shall be an independent contractor under this contract and assume all rights, obligations, and liabilities, applicable to it as such independent contractor. Owner does not have power to direct order in which Work is done. Owner shall not have right to control means, methods, or details of Contractor's work. Contractor shall assume exclusive responsibility for Work. Contractor is entirely free to do Work in its own way.

SP-43 NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by alleged breach of an express or implied provision of this Contract, Contractor or legal representative, shall give the City Manager, or any other reasonable official of Owner, notice in writing (consisting of one original and seven copies of notice attached to copy of this contract) of such damages, duly verified, within 150 days after same has been sustained. Discovery rule does not apply to giving this notice. Notice shall include when, where, and how damages occurred, apparent extent thereof, amount of damages sustained, amount for which Contractor will settle, physical and mailing addresses of Contractor at time and date claim was presented, and physical and mailing addresses of Contractor for six months immediately preceding

occurrence of such damages, names and addresses of witnesses upon whom Contractor relies to establish its claim. Failure to so notify City Manager within the time and manner provided herein shall exonerate, excuse, and except Owner from any liability whatsoever. Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner reserves the right to request reasonable additional information regarding claim. Said additional information shall be supplied within 30 days after receipt of notice.

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

SP-44 ASSIGNMENT

Contractor shall not, directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without prior written consent of Owner. Issue on whether or not to grant consent to assignment is in sole discretion of Owner.

**SP-45 WAIVER OF ATTORNEY'S FEES**

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

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

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

SP-46 PROMPT PAY ACT

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

SP-47 DELETED

SP-48 DELETED

SP-49 DISCLOSURE OF INTERESTED PARTIES

Successful proposer will be required to complete the Texas Ethics Commission Form 1295 – Certificate of Interested Parties and submit completed form with executed Contracts for project. Form 1295 is filled out online at Texas Ethics web site, https://www.ethics.state.tx.us/filinginfo/1295/.

Parkhill will email links to Contractor with an explanation once contract has been awarded. Contractor is responsible for going online to fill out form, printing, and submitting along with all other needed contract documents.

# GENERAL CONDITIONS OF CONTRACT

GC-01. OWNER

Whenever "Owner," or expression Party of the First Part, or First Party, is used in Contract documents, it shall be understood as referring to Owner as described in Contract.

GC-02. CONTRACTOR

Whenever "Contractor," or expression Party of the Second Part, or Second Party, is used, it shall be understood to mean person(s), co-partnership, or corporation so defined in Contract and who has agreed to perform Work embraced in this contract, or to his or their legal representatives.

GC-03. ARCHITECT/ENGINEER

Whenever "Architect/Engineer" is used in this contract, it shall be understood as referring to Parkhill, Architect/Engineer of Owner, or such other Architect/Engineer, supervisor, or inspector as authorized by said Owner to act in any particular.

GC-04. CONTRACT DOCUMENTS

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

Contract Documents are complementary, and called for by any one shall be as binding as if called for by all. In case of conflict between any of Contract Documents, priority of Interpretation shall be in the following order: Signed Contract, Performance Bond, Special Bonds (if any), Proposal, Special Provisions, Notice to Bidders, Instructions to Bidders, Technical Specifications, Plans and General Conditions of the Contract.

GC-05. SUBCONTRACTOR

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

GC-06. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to individual, member of firm, or officer of corporation for whom it is intended, or if delivered or sent by registered mail to last business address know to him who gives notice.

GC-07. WORK

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

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

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

GC-11. ARCHITECT/ENGINEER'S AUTHORITY AND DUTY

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

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

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

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

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by Contractor Architect/Engineer shall be and is hereby authorized to appoint from time-to-time such subordinate engineers, supervisors, or project representatives as said Architect/Engineer may deem proper to inspect material furnished and Work done under this contract, and to see said material is furnished, and said work is done in accordance with specifications therefor. Contractor shall furnish all reasonable aid and assistance required by subordinate engineers, supervisors, or project representatives for the proper inspection and examination of Work. Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or project representatives so appointed, when such directions and instructions are consistent with obligations of this Contract and accompanying plans and specifications, provided; however, should Contractor object to any orders by any

subordinate engineer, supervisor, or project representative, Contractor may, within six days, make written appeal to Architect/Engineer for his decision.

GC-13. CONTRACTOR'S DUTY AND SUPERINTENDENCE

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

GC-14. CONTRACTOR'S UNDERSTANDING

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

GC-15. CHARACTER OF WORKERS

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

GC-16. CONTRACTOR'S BUILDINGS

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

GC-17. SANITATION

Necessary sanitary conveniences for use of laborers on work, properly secluded from public observation, shall be constructed and maintained by Contractor to be approved by Architect/Engineer, and their use shall be strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Architect/Engineer with such promptness as to cause no delay in his own work or that of any other Contractor, shop and/or setting drawings and schedules required for Work of various trades, and Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. Architect/Engineer's approval of such drawings or schedules, shall not relieve Contractor from responsibility for deviations from drawings or specifications, unless he has, in writing, called Architect/Engineer's attention to such deviations at time of submission nor relieve him from responsibility for errors of any sort in shop drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Architect/Engineer shall not have power to waive obligations of this contract for furnishing by Contractor of good material, and performing good work as herein described, and full accordance with plans and specifications. No failure or omission of Architect/Engineer to condemn any defective work or material shall relieve Contractor from obligations to tear out, remove, and properly replace same at any time prior to final acceptance upon discovery of said defective work or material; provided, however,

Architect/Engineer shall upon request of Contractor, inspect, accept, and/or reject any material furnished, and in event material has been once accepted by Architect/Engineer, such acceptance shall be binding on Owner, unless clearly shown such material furnished does not meet specifications for this work. Any questioned work may be ordered taken up or removed for re-examination, by Architect/Engineer, prior to final acceptance, and, if found not in accordance with specifications for said work, all expense of removing, re-examination, and replacement shall be borne by Contractor, otherwise expense thus incurred shall be allowed as Extra Work and paid for by Owner, provided that, where inspection or approval is specifically required by specifications prior to performance of certain work, should Contractor proceed with such work without requesting prior inspection or approval, he shall bear all expense of taking up, removing, and replacing his work if so directed by Architect/Engineer.

GC-20. DEFECTS AND THEIR REMEDIES

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

GC-21. CHANGES AND ALTERATIONS

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

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

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

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

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

GC-23. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

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

GC-24. OWNERSHIP OF DRAWINGS

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

GC-25. ADEQUACY OF DESIGN

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

GC-26. RIGHT OF ENTRY

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

GC-27. COLLATERAL CONTRACTS

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

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed it is the intent of this contract all work must be done and material furnished in accordance with generally accepted practice, and in the event of any discrepancies between separate contract documents, priority of interpretation defined under "Contract Documents" shall govern. In the event there is still any doubt as to meaning and intent of any portion of contract, specifications, or drawings, Architect/Engineer shall define which is intended to apply to Work.

GC-29. DELETED

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

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

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

GC-31. CONTRACTOR'S INSURANCE

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

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

a. Worker's Compensation and Employer Liability Insurance: As required by statute, covering all employees employed on Work whether employed by Contractor or subcontractor.
b. Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit of not less than $1,000,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $1,000,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 for all damages arising out of injury to or destruction of property during policy period.
c. Automobile Insurance: Providing a limit of not less than $1,000,000.00 for injuries, including accidental death, to any one person and, subject to same limit for each person a total limit of $2,000,000.00 on account of one accident, and automobile property damage insurance in an amount not less than $500,000.00.
d. Proof of Carriage of Insurance: Before work on any contract or subcontract starts, each Contractor and subcontractor shall submit to Owner for approval six certificates covering each insurance policy carried and offered as evidence of compliance with requirements, signed by an authorized representative of the insurance company, setting forth:
    1. Name and address of the insured.
    2. Location of operations to which the insurance applied.
    3. Number of policy and the type or types of insurance in force thereunder on date borne by such certificate.
    4. Expiration date of policy and limit(s) of liability thereunder on date borne by such certificate.
    5. Statement that insurance of type afforded by policy, applied to all operations of whatever character, undertaken by insured during performance of this contract, provided such operations are required in performance of contract.
    6. Provision that policy may be cancelled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, cancellation of such policy shall be effective, with copy to Owner of letter of intent.

GC-32. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

a. To any preference, priority, or allocation order duly issued by the Government;
b. To unforeseeable cause beyond the control and without fault or negligence of Contractor, including, but not restricted to, acts of God or of public enemy, acts of Owner, acts of another Contractor in performance of contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
c. To any delays of subcontractors or suppliers occasioned by any cause specified in subsection (a) and (b) of this article:

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

GC-33. PRICE FOR WORK

In consideration of furnishing all necessary labor, equipment, and material and completion of all work by Contractor, and on delivery of all material embraced in this contract in full conformity with specifications and stipulations herein contained, Owner agrees to pay Contractor prices set forth in Proposal hereto attached, made a part of this contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and all labor required for aforesaid work, also for all expenses incurred by him, and

for well and truly performing same and whole thereof in the manner and according to this Contract, specifications, drawings, and requirements of Architect/Engineer.

GC-34. BONDS

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

GC-35. LOSSES FROM NATURAL CAUSES

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

GC-36. PROTECTION OF ADJOINING PROPERTY

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

GC-37. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT, AND SUPPLIES

Contractor agrees he will indemnify and save Owner harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in furthering the performance of this contract. When so desired by Owner, Contractor shall furnish satisfactory evidence that all obligations of nature hereinabove designated, have been paid, discharged, or waived. If Contractor fails so to do, Owner may, at option of Contractor, pay directly any unpaid bills, of which Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to Contractor shall be resumed in full, in accordance with terms of this contract, but in no event shall provisions of this paragraph be construed to impose any obligations upon Owner by either Contractor or his surety.

GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

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

infringement, Contractor shall be responsible for such loss unless he promptly gives such information to Owner.

GC-39. LAWS AND ORDINANCES

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

GC-40. ASSIGNMENT AND SUBLETTING

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

GC-41. TIME AND ORDER OF COMPLETION

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

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

GC-42. EXTENSION OF TIME

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

GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause (except where Work is stopped by order of Owner for his own convenience) during progress of any portion of Work embraced in this contract. In case said work shall be stopped by act of Owner, such

expense as in judgment of Architect/Engineer is caused by such stoppage of said work shall be paid by Owner to Contractor.

GC-44. QUANTITIES AND MEASUREMENTS

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

GC-45. ESTIMATED QUANTITIES

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

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

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

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

GC-46. PARTIAL PAYMENTS

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

Owner shall then pay Contractor within three working days after receipt of partial payment from applicable governmental authority, total amount of Architect/Engineer's statement, less 5 percent of amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums may be retained by Owner under terms of this Contract. It is understood, however, that in case whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on part of Contractor, Owner may, -upon written recommendation of Architect/Engineer, pay a reasonable and equitable portion of retained percentage to Contractor; or Contractor at Owner's option, may be relieved of obligation to fully complete Work, and thereupon, Contractor shall receive payment of balance due him under Contract subject only to conditions stated under "Final Payment."

GC-47. USE OF COMPLETED PORTIONS

Owner shall have the right to take possession of and use any completed or partially completed portions of Work, notwithstanding time for completing entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with Contract Documents. If such prior use increases cost of or delays Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as Architect/Engineer may determine.

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor has given Architect/Engineer written notice that Work has been completed, Architect/Engineer and Owner shall inspect Work and within said time, if Work is completed in accordance with Contract Documents, Architect/Engineer shall issue to Owner and Contractor his Certificate of Completion, and thereupon it shall be duty of Owner, within 10 days, to issue a Certificate of Acceptance of Work to Contractor.

GC-49. FINAL PAYMENT

Upon issuance of Certificate of Completion, Architect/Engineer shall proceed to make final measurements and prepare final statement of value of all work performed and materials furnished under terms of Contract and certify same to Owner, who shall pay to Contractor on or before the 20th day after date of the Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of final payment from applicable governmental authority, balance due Contractor under terms of this Contract, provided he fully performed his contractual obligations under terms of this contract; and said payment shall become due in any event upon said performance by Contractor. Neither Certificate of Acceptance, final payment, nor any provision in Contract Documents, shall relieve Contractor of obligation for fulfillment of any warranty required in Special Provisions of Specifications.

GC-50. PAYMENT WITHHELD

Owner may, on account of subsequently discovered evidence, withhold or nullify whole or part of any certificate to such extent as necessary to protect himself from loss on account of:

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating possible filing of claims.
c. Failure of Contractor to make payments properly to subcontractors or for material or labor.
d. Damage to another contractor.

When grounds are removed, or Contractor provides a Surety Bond satisfactory to Owner, to protect Owner in amount withheld, payment shall be made for amounts withheld because of them.

GC-51. DELAYED PAYMENTS

Should Owner fail to make payment to Contractor of sum named in any partial or final statement, when payment is due, or should Architect/Engineer fail to issue any statement on or before date provided, Owner shall pay Contractor, in addition to sum shown as due by such statement, interest thereon at the rate of 6 percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, fully liquidating any injury to Contractor growing out of such delay in payment, but right is expressly reserved to Contractor in the event payments be not promptly made as provided under "Partial Payments," to at any time thereafter treat Contract as abandoned by Owner and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

GC-52. EXTRA WORK

"Extra Work," as used in this contract, shall mean and include all work required by Architect/Engineer or Owner done by Contractor to accomplish any change, alteration, or addition to Work shown upon plans, or reasonably implied by specifications, and not covered by Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed Contractor shall perform all Extra Work under direction of Architect/Engineer when presented with a written Extra Work Order signed by Architect/Engineer, subject, however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. It is also agreed compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or
Method B - By agreed lump sum; or
Method C - If neither Method A nor Method B be agreed upon before Extra Work is commenced, Contractor shall be paid "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, provisions of this paragraph shall apply and "actual field cost" defined to include cost of all workmen such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as required by any law or ordinance, or directed by Architect/Engineer or Owner, or by them agreed to. Architect/Engineer may direct form in which accounts of "actual field cost" shall be kept and records of these accounts made available to Architect/Engineer. Architect/Engineer may also specify in writing, before Work commences, method of doing Work and type and kind of machinery and equipment to be used; otherwise these matters determined by Contractor. Unless otherwise agreed upon, prices for use of machinery and equipment, shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, terms and prices for use of machinery and equipment shall be incorporated in Written Extra Work Order. The 15 percent of "actual field cost" paid Contractor, shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then cost to maintain and operate same shall be included in "actual field cost."

No claim for Extra Work of any kind allowed unless ordered in writing by Architect/Engineer. In case any orders or instructions, either oral or written, appear to Contractor to involve Extra Work for which he should receive compensation or an adjustment in construction time, he shall make written request to Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to payment therefor, and Architect/Engineer insists upon performance, Contractor shall proceed with Work after making written request for written order and keep an accurate account of "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve right to submit matter of payment by filing a claim as herein provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto, all questions of dispute or adjustment presented by Contractor shall be in writing and filed with Architect/Engineer within 15 days after Architect/Engineer has given any directions, order, or instruction to which Contractor desires to take exception.

Architect/Engineer shall reply to such written exceptions by Contractor and render his final decision in writing. In case Contractor should appeal from Architect/Engineer's decision, appeal shall be filed with Architect/Engineer and Owner in writing within 10 days after date of delivery to Contractor of Architect/Engineer's final decision. It is further agreed final acceptance of Work by Owner and acceptance by Contractor of final payment, shall be a bar to any claim by either party, except where noted otherwise in Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail or refuse to resume work within 10 days after written notification from Owner, or Architect/Engineer, or Contractor fails to comply with orders of Architect/Engineer, when such orders are consistent with Contract Documents, then, and in that case, where a performance bond exists, Surety on bond shall be notified in writing and directed to complete Work, and a copy of said notice shall be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials, or supplies on the job, but same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or the Surety on construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit allowed as provided for under "Extra Work"), it understood use of such equipment and materials will ultimately reduce cost to complete Work and reflected in final settlement.

Where there is no performance bond provided or in case Surety should fail to commence compliance with notice for completion hereinbefore provided for, within 10 days after service of such notice, Owner may provide for completion of Work in either of the following elective manners:

a. Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as said Owner may deem necessary to complete Work and charge expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and expense charged shall be deducted and paid by Owner out of such moneys as due, or may thereafter at any time become due to Contractor under and by virtue of this Contract. In case such expense is less than sum payable under this contract, if same had been completed by Contractor, then Contractor shall receive the difference. In case such expense is greater than sum payable under this contract, if same completed by said Contractor, then Contractor and/or Surety shall pay amount of such excess to Owner; or

b. Owner under sealed bids, after five days' notice, published one or more times in a newspaper having general circulation in county of location of Work, may let Contract for completion of Work under substantially same terms and conditions provided in this contract. In case of any increase in cost to Owner under new contract as compared to what would have been cost under this contract, such increase shall be charged to Contractor and Surety shall be and remain bound therefor. However, should cost to complete any such new contract prove less than cost to complete under this contract, Contractor and/or Surety shall be credited therewith.

When Work shall have been substantially completed, Contractor and Surety shall be so notified and Certificates of Completion and Acceptance, as provided herein, shall be issued. Complete itemized statement of Contract accounts, certified to by Architect/Engineer as correct, shall then be

prepared and delivered to Contractor and Surety, whereupon Contractor and/or Surety, or Owner as case may be, shall pay balance due as reflected by said statement, within 15 days after date of such Certificate of Completion.

In the event statement of accounts shows cost to complete Work is less cost to Owner, had Work been completed by Contractor under terms of this contract; or when Contractor and/or Surety shall pay balance shown due by them to Owner, then all machinery, equipment, tools, materials, or supplies left on site of Work shall be turned over to Contractor and/or Surety. Should cost to complete Work exceed Contract price, and Contractor and/or his Surety fail to pay amount due Owner within time designated herein, and there remains any machinery, equipment, tools, materials, or supplies on site of Work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to Contractor and Surety at respective addresses designated in this contract provided; however, actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at risk of Contractor and Surety subject only to duty of Owner to exercise ordinary care to protect such property. After 15 days from date of said notice, Owner may sell such machinery, equipment, tools, materials, or supplies and apply net sum derived from such sale to credit of Contractor and Surety. Such sale may be made at public or private sale, with or without notice, as Owner elects. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or Surety, to proper owners. Books on all operations provided herein shall be open to Contractor and Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner shall fail to comply with terms of this contract, and should fail or refuse to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend or wholly abandon Work, and remove therefrom all machinery, tools, and equipment, and all materials on site of work not included in payments to Contractor and have not been wrought into Work. And thereupon Architect/Engineer shall make an estimate of total amount earned by Contractor, which estimate shall include value of all work actually completed by said Contractor (at prices stated in attached proposal where unit prices are used), value of all partially completed work at a fair and equitable price, and amount of all Extra Work performed at prices agreed upon, or provided for by terms of this contract, and a reasonable sum to cover cost of any provisions made by Contractor to carry whole work to completion and which cannot be utilized. Architect/Engineer shall then make a final statement of balance due Contractor by deducting from estimates, all previous payments by Owner and all other sums retained by Owner under terms of this Contract and certify same to Owner who shall pay to Contractor on or before 30 days after date of notification by Contractor, balance shown by said final statement as due Contractor, under terms of this Agreement.

# TECHNICAL SPECIFICATIONS

# SECTION 01 10 00 - SUMMARY

## PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work covered by Contract Documents.
   2. Contractor use of site and premises.
   3. Owner occupancy.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Identification: "Package 4 - Gate 6 Walkway Installation," dated January 2021.
B. Location: Midland, Texas.
C. Without force or effect, Work of Project consists of:
   1. The content of this specification, including attachments, provides details and requirements for installing the new Fixed Walkway, "FWW," equipment.
   2. The successful Contractor is to provide a turn-key installation of the FWW adjacent to and in coordination with the Passenger Boarding Bridge manufacturer at Midland International Airport.
   3. The FWW is the interface between the rotunda and the terminal building.

1.3 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas of construction.

1.4 OWNER OCCUPANCY

A. Owner will occupy premises during construction to conduct normal operations.
B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
C. Schedule Work to accommodate Owner occupancy.

## 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. Contingency allowance.
   2. Schedule of Values.
   3. Application for Payment.
   4. Change Procedures.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 CONTINGENCY ALLOWANCE

A. Include stipulated sum of $30,000.00 for use upon Owner's instruction.

B. Costs Included in Contingency Allowance: Contractor's costs for products, equipment, delivery, installation, labor, insurance, payroll, 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, insurance, 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.

### 1.3 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.

B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section, separating labor and material for each line item. Identify site mobilization, general conditions, 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.

### 1.4 APPLICATIONS FOR PAYMENT

A. Submit notarized application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: As defined in Owner-Contractor agreement.

D. A complete application for payment includes one copy of waiver of liens from each subcontractor, Construction progress schedule, and submittal schedule, all which are required to process the Application for Payment.
E. Include DBE Progree Reports for application period.
F. Include Certified Payroll Reports for application period.

1.5 CHANGE PROCEDURES

A. Architect/Engineer will advise of minor changes in Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by Owner/Contractor Agreement by issuing Architect's Supplemental Instructions on Architect's Standard Supplemental Instruction form.
B. Architect/Engineer may issue a Construction Change Request which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing change. Contractor will prepare and submit an estimate within seven days.
C. Contractor may propose a change by submitting request for change to Architect. Include reason for change and effect on Contract Sum/Price, Contract Time, and subcontractors. Document requested substitutions in accordance with Section 01 60 00 "Product Requirements."
D. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.
E. Unit Price Change Order: For pre-determined unit prices and quantities, Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
F. Construction Change Directive: Primary Designer may issue a directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order. Document will describe changes in Work, and designate method of determining any change in Contract Sum/Price or Contract 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. Architect/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 proposed changes, and to substantiate costs for changes in Work.
H. Change Order Forms: AIA G701 Change Order.
I. Execution of Change Orders: Architect/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 Architect/Engineer of costs and supporting information including 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 Contractor's and subcontractor's mark-up and do not include as separate cost item:

1. 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.

**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. Request for information.
   5. Progress meetings.
   6. Preinstallation meeting.
   7. Cutting and patching.
   8. Alteration Project procedures.

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; https://projects.team-psc.com/UserWeb/Login to send and receive Project information.
   2. Contact Architect/Engineer to setup a user name and password information.
   3. If this Project is not listed when logged in, contact Architect/Engineer to add this Project to your account.

B. Project information includes, but is not limited to, the following:
   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.
      a. Weather Days.
      b. Electronic File Requests.
      c. Correspondence.
      d. Test Reports.
      e. Meeting Minutes.
      f. Field Reports.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
B. Verify that 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 in service, such equipment.
C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
E. Large Apparatus: Any large apparatus which is to be installed in any space and is too large to permit access through windows, doorways, or shafts shall be provided before enclosing structure is completed.
F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
G. 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. Architect will schedule a meeting after Notice to Proceed.
B. Attendance Required:
    1. Owner.
    2. Architect/Engineer.
    3. Contractor.
    4. Major subcontractors.
C. Agenda:
    1. Distribution of Contract Documents.
    2. Submission of list of subcontractors, list of products, Schedule of Values and progress schedule.
    3. Designation of personnel representing each party in Contract and Architect/Engineer.
    4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, Request for Information (RFI), and Contract closeout procedures.
    5. Review Notice to Proceed (NTP) and Substantial Completion Dates.
    6. Workers' Identification and Background Checks.
    7. Airport Security badging requirements.
    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. Survey and building layout.

f. Security and housekeeping procedures.
g. Construction progress meetings.
h. Procedures for testing.
i. Procedures for maintaining record documents.
j. Requirements for start-up of equipment.
k. Inspection and acceptance of equipment put into service during construction period.

9. Scheduling activities of Construction Material Testing (CMT) lab, geotechnical engineer.

D. Record minutes and distribute copies within three days after meeting to participants with two copies to Architect/Engineer and those affected by decisions made.

1.5 REQUEST FOR INFORMATION

A. Contractor shall use Architect/Engineer's standard form when submitting Requests for Information (RFI). Architect/Engineer will issue a copy of this form to Contractor in electronic media. Only Contractor can submit RFIs to Architect/Engineer. Contractor will upload electronic RFIs via Architect/Engineer's Info Exchange website. RFI requests from subcontractors or material suppliers not considered.

B. All information indicated on form provided by Contractor shall be complete before a request can be submitted to Architect/Engineer's office. Requests with incomplete information, returned to Contractor. Submission of a complete RFI request by Contractor does not constitute an RFI until Architect/Engineer makes determination. If Architect/Engineer determines request cannot be answered with information provided in Contract Documents, Architect/Engineer will assign an RFI tracking number. Requests determined by Architect/Engineer not to be an RFI, returned to Contractor electronically without assigned RFI tracking number. A transmittal document returning denied RFI request provided with a response indicating action taken by Contractor.

C. If request and proposed solution cannot fit on form, an attachment may be identified in Request or Contractor Proposed Solution areas, attached to form, and submitted to Architect/Engineer electronically via Architect/Engineer's Info Exchange website. RFIs may contain more than one item when items are related issues. Otherwise, only one item shall be addressed on each RFI request.

D. Architect/Engineer's response to RFI will be in writing on same form, or by attachment, and issued to Contractor and Owner electronically via Architect/Engineer's Info Exchange website.

E. Responses from Architect/Engineer will not change any requirement of Contract Documents. Should Contractor believe an RFI response to cause a change to Contract, Contractor shall give written notice to Architect/Engineer per requirements in Contract. Written notice shall include specific reasons and an order of magnitude of Cost and/or Time Contractor deems appropriate based on Architect/Engineer's RFI response. Contractor's written notice does not constitute a Change Order, but provide a basis for further review and discussion with Architect/Engineer.

1.6 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of Work at minimum bi-monthly intervals.

B. Contractor will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

C. Attendance Required:
   1. Job superintendent.
   2. Major subcontractors.
   3. Suppliers.
   4. Architect/Engineer as appropriate to agenda topics for each meeting

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems which impede planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Review of 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. Coordination of projected progress.
   11. Maintenance of quality and work standards.
   12. Effect of proposed changes on progress schedule and coordination.
   13. Other business relating to Work.
   14. Security related issues.

E. Record minutes, and distribute copies within three days to Architect/Engineer, participants, and those affected by decisions made.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that existing substrate is capable of structural attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual Specification Sections.
D. Verify that utility services are available, of correct characteristics, and in correct location.

### 3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply any manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### 3.3 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.
B. Submit request in advance of cutting or altering elements which affects:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.

4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
1. Fit several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

E. Cut rigid materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

J. Identify any hazardous substance or condition exposed during Work to Architect/Engineer for decision or remedy.

## 3.4 ALTERATION PROJECT PROCEDURES

A. Materials: As specified in product Sections; match existing products and work for patching and extending work.

B. Employ skilled and experienced installer to perform cutting and patching.

C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

D. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition unless otherwise specified.

E. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

F. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.

G. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect/Engineer for review.

H. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect/Engineer's review.

I. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

J. Finish surfaces as specified in individual product Sections.

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. Construction progress schedules.
   4. Shop Drawings.
   5. Product data.
   6. Design data.
   7. Test reports.
   8. Certificates.
   9. Manufacturers' instructions.
   10. Manufacturers' field reports.
   11. Erection drawings.
   12. Construction photographs.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 SUBMITTAL PROCEDURES

A. Submit to Architect/Engineer for review for limited purpose of checking 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's name, address, and phone number. Each submittal shall contain only one Specification Section.

E. Sequentially number transmittal forms using Section number or Contractors other 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 that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with requirements of Work and Contract Documents.

H. Schedule submittals to expedite Project, and deliver to Architect/Engineer. Coordinate submission of related items.

I. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

J. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on submittals by Contractor shall be done in blue or green colors only.

K. Allow space on submittals for Contractor and Architect/Engineer's review stamps.

L. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

M. Submittals not requested will not be recognized or processed.
N. 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 will not be accepted.
    4. To ensure each page is legible, .PDF pages of drawings shall be same size/scale as a hard copy. Where applicable, scale symbols should be provided to indicate scale. Illegible submittals will be rejected.
    5. Uploaded submittals to Project website.
O. Submittal procedures described in this Article applies 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, and any other type of submittal submitted to Architect/Engineer.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise and resubmit submittals, as required, and resubmit to meet requirements as specified and as noted on submittal reviews.
B. Mark as RESUBMITTAL.
C. Re-use original transmittal number and supplement with sequential alphabetical or numeric suffix for each re-submittal.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule for Architect/Engineer's review within 15 days after date established in Notice to Proceed or with the first Application for Payment, whichever is sooner.
B. Revise and resubmit as required.
C. Submit revised schedule with each Application for Payment, identifying changes since previous version.
D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

1.5 SHOP DRAWINGS

A. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
B. Printable Image Size: Minimum 8-1/2 by 11 inches and maximum 30 by 42 inches.
C. Draw details to a minimum scale of 1/2 inches equal to 1 foot.
D. Draw site plans to same scale indicated on Contract Drawings.
E. Draw all other plans to a minimum scale of 1/8 inch equal to 1 foot.
F. Construction Documents (electronic or paper format) issued by Architect/Engineer cannot be used in any shape, form, or fashion in creation and development of Shop Drawings, except that electronic files containing floor plans or site plans which have been purchased from Architect/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 this Project.
B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.
C. Include notation of special coordination requirements for interfacing with adjacent work and building utilities where applicable.
D. After review, distribute in accordance with "Submittal Procedures" Article above and provide copies for Record Documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.7 DESIGN DATA

A. Submit for Architect/Engineer's knowledge as Contract Administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.8 TEST REPORTS

A. Submit for Architect/Engineer's knowledge as Contract Administrator or for Owner.
B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 CERTIFICATES

A. When specified in individual Specification Sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer.
B. Indicate material or product conforms to or 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 Architect/Engineer.

1.10 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specification Sections, submit manufacturers' 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 Architect/Engineer's benefit as Contract Administrator or for Owner.
B. Submit report within 30 days of observation to Architect/Engineer for information.
C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.12 ERECTION DRAWINGS

A. Submit Drawings for Architect/Engineer's benefit as Contract Administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.13 CONSTRUCTION PHOTOGRAPHS

A. Each month submit photographs to Architect/Engineer with Application for Payment.
B. Photographs:
    1. Format: JPEG file extension; color.
    2. Subject:
        a. Take three site photographs from differing directions and five interior photographs indicating relative progress of Work, five days maximum prior to submitting pay request.
        b. Take photographs as evidence as required to document existing Project conditions as follows:
            1) Interior Views: Five.
            2) Exterior Views: Three.
C. Identify photographs with date, time, orientation, and Project identification.

**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 and control of installation.
   2. Tolerances and references.
   3. References.
   4. Testing and Inspection services.
   5. Manufacturers' field services.
   6. Examination.
   7. Preparation.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as a minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce workmanship of specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

### 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 manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing 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 are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by Code.

C. Obtain copy of standards when required by Specification Section.
D. Neither contractual relationship, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING AND INSPECTION SERVICES

A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection and testing.
B. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by Architect/Engineer.
C. Testing, inspections and source quality control may occur on or off Project site. Perform off-site testing as required by Architect/Engineer or Owner.
D. Submit independent testing laboratory firm’s reports to Architect/Engineer with copy to Contractor and Owner. Reports to include observations and results of tests and will indicate compliance or non-compliance with Contract Documents.
E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, provide safe access to Project site, and provide assistance by incidental labor as requested.
    1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services.
    2. Pay for additional samples and tests required for Contractor's use.
F. Employment of independent testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.
G. Re-testing and/or re-inspection required because of non-conformance to specified requirements will be charged to Contractor by deducting re-testing and/or re-inspection charges from Contract Sum/Price.

1.6 MANUFACTURERS' FIELD SERVICES

A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and startup of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect;/Engineer.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
D. Refer to Section 01 33 00 "Submittal Procedures," "Manufacturer's Field Reports" Article.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual Specification Sections.
D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

# SECTION 01 42 00 - REFERENCES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes:
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.
B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
H. "Provide": Furnish and install, complete and ready for the intended use.
I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### 1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.

32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/.
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csagroup.com.
65. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).

74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
113. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.

116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
118. ISO - International Organization for Standardization; www.iso.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int/home.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; www.lightning.org.
124. MBMA - Metal Building Manufacturers Association; www.mbma.com.
125. MCA - Metal Construction Association; www.metalconstruction.org.
126. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
127. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
128. MHIA - Material Handling Industry of America; www.mhia.org.
129. MIA - Marble Institute of America; www.marble-institute.com.
130. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
131. MPI - Master Painters Institute; www.paintinfo.com.
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
133. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NADCA - National Air Duct Cleaners Association; www.nadca.com.
136. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
137. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
138. NBI - New Buildings Institute; www.newbuildings.org.
139. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NCMA - National Concrete Masonry Association; www.ncma.org.
141. NEBB - National Environmental Balancing Bureau; www.nebb.org.
142. NECA - National Electrical Contractors Association; www.necanet.org.
143. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
144. NEMA - National Electrical Manufacturers Association; www.nema.org.
145. NETA - InterNational Electrical Testing Association; www.netaworld.org.
146. NFHS - National Federation of State High School Associations; www.nfhs.org.
147. NFPA - National Fire Protection Association; www.nfpa.org.
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; www.nfrc.org.
150. NHLA - National Hardwood Lumber Association; www.nhla.com.
151. NLGA - National Lumber Grades Authority; www.nlga.org.
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
154. NRCA - National Roofing Contractors Association; www.nrca.net.
155. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
156. NSF - NSF International; www.nsf.org.
157. NSPE - National Society of Professional Engineers; www.nspe.org.
158. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
160. NWFA - National Wood Flooring Association; www.nwfa.org.

161. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
162. PDI - Plumbing & Drainage Institute; www.pdionline.org.
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
164. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
165. RFCI - Resilient Floor Covering Institute; www.rfci.com.
166. RIS - Redwood Inspection Service; www.redwoodinspection.com.
167. SAE - SAE International; www.sae.org.
168. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
169. SDI - Steel Deck Institute; www.sdi.org.
170. SDI - Steel Door Institute; www.steeldoor.org.
171. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; www.siaonline.org.
174. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMA - Screen Manufacturers Association; www.smainfo.org.
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
177. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
178. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
179. SPIB - Southern Pine Inspection Bureau; www.spib.org.
180. SPRI - Single Ply Roofing Industry; www.spri.org.
181. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
182. SSINA - Specialty Steel Industry of North America; www.ssina.com.
183. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
184. STI - Steel Tank Institute; www.steeltank.com.
185. SWI - Steel Window Institute; www.steelwindows.com.
186. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
187. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; www.masonrysociety.org.
193. TPI - Truss Plate Institute; www.tpinst.org.
194. TPI - Turfgrass Producers International; www.turfgrasssod.org.
195. TRI - Tile Roofing Institute; www.tileroofing.org.
196. UL - U.L., Inc.; www.ul.com.
197. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
198. USAV - USA Volleyball; www.usavolleyball.org.
199. USGBC - U.S. Green Building Council; www.usgbc.org.
200. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
201. WA - Wallcoverings Association; www.wallcoverings.org.
202. WASTEC - Waste Equipment Technology Association; www.wastec.org.
203. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
204. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
205. WDMA - Window & Door Manufacturers Association; www.wdma.com.

206. WI - Woodwork Institute; www.wicnet.org.
207. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
208. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).

5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

**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. Ventilation.
      e. Communication services.
      f. Water.
      g. Sanitary.
   2. Construction Facilities:
      a. Field offices and sheds.
      b. Parking.
      c. Progress cleaning.
   3. Temporary Controls:
      a. Barriers.
      b. Fencing.
      c. Enclosures.
      d. Security.
      e. Water control.
      f. Protection of Work.
   4. Removal of utilities, facilities, and controls.

B. Related Requirements:
   1. Other Divisions 01 Specification Sections apply to Work of this Section.

### 1.2 TEMPORARY ELECTRICITY

A. Owner will pay cost of energy service located within Terminal Building. Power consumption shall not disrupt Owner's need for continuous service.

B. Contractor shall provide any additional required temporary electrical service from existing electrical facilities at location as approved by Architect/Engineer before installation. Contractor shall pay for all such connections. Power consumption shall not disrupt Owner need for continuous service.

C. Contractor shall be responsible for maintaining continuous electrical service. All outages shall be conducted prior to occupancy of the building by Owner. Any limited downtime shall be coordinated in advance with Owner 48 hours prior to disconnection. If downtime is greater than 24 hours, not performed on a weekend or holiday, or will impede progress of Project, Contractor shall provide a generator so work can continue. Contractor shall provide all necessary equipment and materials as required to maintain electrical service. All work shall be performed per National Electrical Code, utility company recommendations, and included as a part of this Contract.

D. Owner shall pay cost of energy used, within Terminal Building except for additional temporary service by Contractor.

E. Exercise measures to conserve energy. Contractor shall pay for cost of installation of any required temporary service for field office.

F. Power Service Characteristics Available: 120/128 volt, three-phase, four-wire.
G. Provide power outlets for construction operations, with branch wiring and distribution boxes as required.
H. Provide flexible power cords as required.
I. Provide main temporary service disconnect and overcurrent protection at convenient location in conformance with National Electric Code.
J. Permanent convenience receptacles may not be utilized during construction unless removed prior to completion of Project.
K. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
    1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every 2,000 sq. ft. of active work area and at specific locations as required.
    2. Provide 20 ampere, single phase branch circuits for lighting.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of 2 watt per square feet in active work area.
B. Provide and maintain 1 watt per square feet of lighting to exterior staging and storage areas after dark for security purposes.
C. Provide a minimum five footcandles at 36-inch AFF of lighting within 30 feet of each building entry which has glass doors for security purposes.
D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
E. Maintain lighting and provide routine repairs.

1.4 TEMPORARY HEAT

A. Provide heat devices as required to maintain specified conditions for construction operations.
B. **Owner will pay cost of energy used within Terminal Building**. Exercise measures to conserve energy. Enclose building prior to activating temporary heat in accordance with Article 1.12 - Exterior Enclosures.
C. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts. Filters of any permanent air-conditioning or heating unit utilized during construction shall be replaced prior to Owner occupancy.
D. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in Specifications.
E. Do not use permanent building heating equipment until all dust-related operations are complete.

1.5 TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
B. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.6 TEMPORARY COMMUNICATION SERVICES

A. Provide, maintain, and pay for telephone service to field office at time of Project mobilization. Include an answering machine as part of service. At Contractor option, mobile service may be provided with messaging service.
B. Provide, maintain, and pay for facsimile service to field office at time of Project mobilization.
C. Provide, maintain, and pay for email service, with computer and printer to receive, respond, and print email messages to field office at time of Project mobilization.

1.7 TEMPORARY WATER SERVICE

A. Connect to existing water source for construction operations.
B. **Owner will pay cost of water used within Terminal Building.**
C. Exercise measures to conserve water.
D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.
E. Contractor shall pay for water connection and usage for sources outside of Terminal Building.

1.8 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Privy pits shall not be used. Permanent building facilities shall not be used during construction operations.
B. Coordinate location of portable facilities with Owner and Architect/Engineer.

1.9 FIELD OFFICES AND SHEDS

A. Office:
   1. Weathertight, with lighting, electrical outlets, heating, cooling, and ventilating equipment.
   2. Locate offices and sheds a minimum distance of 30 feet from structures along the secure area of airport.
   3. Site may be used south of Terminal Building immediately south of Cooling Towers.
   4. Contractor shall install Owner-approved security fencing around field office if Contractor needs site within airport controlled security area requiring badged (airport-issued) Contractor employees or subcontractors.

1.10 PARKING

A. Use off-site parking areas where approved by Owner to accommodate construction personnel.

1.11 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing space.
C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Remove waste materials, debris, and rubbish from site and dispose off-site at intervals as required to maintain clean site. Maximum interval for interior clean-up shall be weekly and exterior clean-up shall be daily.
E. Waste materials such as grout, wall texture, etc. shall not be disposed of in drains or fixtures within Terminal Building. This shall include cleaning equipment where waste material will enter drain or fixture.

1.12 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
   1. Allow for Owner's use of site.
B. Provide barricades and covered walkways required by authorities having jurisdiction for:
   1. Public rights-of-way.
C. Protect non-owned vehicular traffic and stored materials from damage.

1.13 TEMPORARY FENCING

A. Construction: Commercial grade chain link fence with three strands of barbed wire along top.
B. Provide 6-foot-high fence around materials storage area and field office. Equip with vehicular and pedestrian gates with locks.
C. Coordinate location and extent with Owner and Architect/Engineer prior to installing.

1.14 TEMPORARY ENCLOSURES

A. Exterior Enclosures: Provide temporary insulated, weathertight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating, cooling, ventilation, and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
B. Interior Enclosures:
   1. Provide temporary partitions as required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
   2. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
      a. Insulate to R 11.
      b. Maximum flame spread rating of 75 in accordance with ASTM E 84.

1.15 SECURITY

A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.16 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 as required to protect site from soil erosion.

1.17 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual Specification Sections.
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 or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade utilities, equipment, facilities, and materials as soon as permanent facilities can be utilized.
B. Remove underground utilities to a minimum depth of 2 feet and cap.
C. Clean and repair damage caused by installation or use of temporary work.
D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**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, storage, and handling.
3. Product options.
4. Substitutions.

B. Related Requirements:
1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PRODUCTS

A. Products: New material, machinery, components, equipment, fixtures, and systems forming Work. Does not include existing machinery or components required for reuse.

B. Provide interchangeable components of same manufacturer, for similar components.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery:
1. Deliver materials, products, and equipment to site in manufacturer's original, unopened containers or packaging, with identifying labels intact and legible.
2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
4. Arrange deliveries in accord with construction schedule and in ample time to facilitate inspection prior to installation to avoid unnecessary delays in construction process.

B. Storage:
1. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
2. Store sensitive products in weathertight, climate-controlled enclosures.
3. For exterior storage of fabricated products, place on supports, above ground, sloped to drain water.
4. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of products.
5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
6. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
7. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
8. Materials, products, and equipment may be stored off site in a bonded and insured warehouse approved by Architect/Engineer and Owner. Pay all costs incurred for off-site storage facilities. Products properly stored in off-site storage facilities may be included in progress pay requests with written approval of Architect/Engineer.

C. Handling: Handle materials, products, and equipment in a manner prescribed by manufacturer or specified to protect from damage during storage and installation.

1.4 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with this Section.

1.5 SUBSTITUTIONS

A. Architect/Engineer will consider requests for substitutions within 15 days after date established in Notice to Proceed.
B. Substitutions (after bidding period) may be considered when a product becomes unavailable through no fault of Contractor.
C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
D. A request constitutes a representation that Bidder:
    1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
    2. Will provide same warranty for Substitution as for specified product.
    3. Will coordinate installation and make changes to other Work which may be required for Work to be complete with no additional cost to Owner.
    4. Waives claims for additional costs or time extension which may subsequently become apparent.
    5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
F. Substitution Submittal Procedure:
    1. Submit request for Substitution for consideration. Limit each request to one proposed Substitution.
    2. Requests shall include name of material or equipment to be substituted and a description of proposed substitution including drawings, performance and test data, and other information necessary for an evaluation.
    3. Submit item-by-item (line-by-line) comparison of each item listed in Specification compiled and submitted comparing specified material/product with proposed substitution and specifically noting all differences between the compared products and/or systems.
    4. Submit statement setting forth changes in other material, equipment or other portions of Work including changes in work of other contracts that incorporation of proposed substitution would require shall be included.
    5. Submit Shop Drawings, product data, and certified test results for proposed product equivalence.
    6. Architect/Engineer will notify Contractor, in writing, of decision to accept or reject request.

**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. Closeout procedures.
   2. Final cleaning.
   3. Starting of systems.
   4. Demonstration and instructions.
   5. Protecting installed construction.
   6. Hazardous materials affidavits.
   7. Project record documents.
   8. Operation and maintenance data.
   9. Manual for materials and finishes.
   10. Manual for equipment and systems.
   11. Spare parts and maintenance products.
   12. Product warranties and product bonds.
   13. Maintenance service.
   14. Final Acceptance.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

### 1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.

B. Provide submittals to /Engineer required by authority having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. Owner will occupy portions of building as specified in Section 01 10 00 "Summary."

### 1.3 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

B. Clean interior and exterior glass, 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 cleaning materials appropriate to surface and material being cleaned.

D. Replace filters of operating equipment.

E. Clean debris from roofs, gutters, downspouts, and drainage systems.

F. Clean site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.
B. Notify Architect/Engineer seven days prior to startup of each item.
C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
D. Verify tests, meter readings, and specified 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 applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.
G. When specified in individual Specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to startup, and to supervise placing equipment or system in operation.
H. Submit a written report in accordance with Section 01 33 00 "Submittal Procedures" that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.
B. Demonstrate Project equipment and instruct in classroom environment located at designated location and instructed by manufacturer's representative who is knowledgeable about Project.
C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain aspects of operation and maintenance.
E. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at designated location.
F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
G. Required instruction time for each item of equipment and system is specified in individual Sections.

1.6 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.
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. Protect finished floors, stairs, 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. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.7 HAZARDOUS MATERIALS AFFIDAVITS

A. Provide notarized affidavits declaring that hazardous materials were not incorporated into or delivered to site.
B. Hazardous materials include asbestos, lead polychlorinated biphenyl (PCB), prohibited termite eradication chemicals or any substance of any proportion determined or suspected by an agency of federal or state government to create a health hazard.
C. Provide table of contents listing affidavits in alphabetical order.
D. Prepare cover page with printed title "AFFIDAVITS OF NON-INCORPORATED HAZARDOUS MATERIALS", Title of Project, Project Address, Owner's Name, Address and Phone, and Date of Construction Completion.
E. Provide two complete and identical binders of aforementioned information in prescribed format.
F. Submit prior to Application for Final Payment.

1.8 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of record documents; 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. Complete set of MSDS sheets for materials.
   7. 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 products installed, including following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda, Change Orders, RFI responses, and other modifications.
F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
   3. Field changes of dimension and detail.
   4. Details not on original Contract Drawings.
G. MSDS:
   1. Comply with most current requirements of Department of State Health Services, Texas Asbestos Health Protection Rules (TAHPR), Title 25., HEALTH SERVICES, Part I, Chapter 295-Occupational Health, §295.34-Asbestos Management in Facilities and Public Buildings, paragraph (i) as a minimum and as outlined below.
   2. Comply with most current requirements of Department of State Health Services, Texas Voluntary Indoor Air Quality Guidelines For Government Buildings, Publication #2-10 Section 297 of Texas Health and Safety Code as outlined.
   3. Submit MSDS on **all** products used in construction of Project.

4. Submit MSDS electronically in 8-1/2- by 11-inch format text pages.
5. Prepare binder cover page with printed title MATERIAL SAFETY DATA SHEETS (MSDS)," Title of Project, Project Address, Owner's Name, Address and Phone, and Date of Construction Completion.
6. Internally subdivide contents with page dividers, organized into Division CSI format, with tab title clearly printed under reinforced laminated plastic tabs..
7. Prepare a table of contents, listing each of Division headings and listing each material/product under each heading by manufacturer and material/product name.
8. Submit two, complete, identical binders of aforementioned information in prescribed format.
9. Submit binders with Application for Final Payment and include **all** MSDS for materials/products delivered or installed in Project.
10. Failure to submit updated electronic MSDS documents will cause Application for Final Payment to be held by Architect/Engineer (not submitted to Owner for processing) until such time updated electronic MSDS documents are received and reviewed for compliance by Architect/Engineer.

H. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.9 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2- by 11-inch text pages, three-D-side ring binders with durable plastic covers.
B. Prepare binder cover page with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of Project, and subject matter of binder when multiple binders are required.
C. Internally subdivide contents with page dividers, logically organized as described, with tab titling clearly printed under reinforced laminated plastic tabs.
D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
E. Contents: Prepare Table of Contents for each file (if multiple files), with each product or system description identified, in three parts as follows:
    1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.
    2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify:
        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 special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
    3. Part 3: Project documents and certificates, including:
        a. Shop drawings and product data.
        b. Air and water balance reports.
        c. Certificates.
        d. Scanned copies of warranties and bonds.

1.10 MANUAL FOR MATERIALS AND FINISHES

A. Submit in OCR (Optical Character Recognition)/PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return electronic file 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 prior to final inspection. Draft copy to be reviewed and returned after final inspection, with Architect/Engineer's comments. Revise content of electronic document set as required prior to final submission.
D. Submit two sets of revised final volumes in final form within 10 days after final inspection.
E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
G. 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.
H. Additional Requirements: As specified in individual product Specification Sections.
I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.11 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/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 electronic documents within 10 days after acceptance.
C. Submit electronic copy of completed volume(s) 15 days prior to final inspection. Draft copy to be reviewed and returned after final inspection, with Architect'Engineer's comments. Revise content of electronic document set as required prior to final submission.
D. Submit two sets of revised final volumes in final form within 10 days after final inspection.
E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.
G. Include color coded wiring diagrams as installed.
H. 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.
I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
J. Include servicing and lubrication schedule, and list of lubricants required.
K. Include manufacturer's printed operation and maintenance instructions.
L. Include sequence of operation by controls manufacturer.

M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
N. Include control diagrams by controls manufacturer as installed.
O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
R. Include test and balancing reports as specified in Section 01 40 00 "Quality Requirements".
S. Additional Requirements: As specified in individual product Specification Sections.
T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.12 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
B. Deliver to Project site; obtain receipt prior to final payment.

1.13 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 Table of Contents and assemble in three-D-side ring binder with durable plastic cover.
F. Submit prior to Application for Final Payment.
G. Time of Submittals:
    1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
    2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
    3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.14 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in Specification Sections during warranty period.
B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

1.15 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final site visit for certification of final acceptance and final payment, complete.
   1. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
   2. Submit an updated final statement, accounting for final additional changes to Contract Sum.
   3. Submit a certified copy of Architect/Engineer's final site visit list, "Punch List," of items completed or corrected, stating each item has been completed or otherwise resolved for acceptance, and list endorsed and dated by Architect/Engineer.
   4. Submit consent of surety to final payment.
   5. Submit a final liquidated damages settlement statement.
   6. Submit certified and executed final "Release or Waiver of Liens" for Contractor, all subcontractors, material suppliers, and other entities who supplied work, materials, or products to the job.

**B. Reinspection Procedure: Architect/Engineer will revisit Work upon receipt of notice all Work, including Punch List items from earlier site visits, are complete, except items whose completion delayed because of circumstances acceptable to Architect/Engineer.**
   **1. Upon completion of first reinspection, Architect/Engineer will prepare a certificate of Final Acceptance, or advise Contractor of Work incomplete or of obligations not fulfilled but required for Final Acceptance.**
   **2. Refer to Section 01 20 00 "Price and Payment Procedures," Article 1.5 - Schedule of Architect/Engineer's Services.**

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION

**Appendix**
**"Walkway Installation – Scope of Work"**

## 1. Scope of work summary and responsibilities of the Contractor.

1.1 The content of this specification, including its attachments, provides details and requirements for installing the new Fixed Walkway," FWW," equipment.

1.2 The successful Contractor is to provide a turn-key installation of the fixed walkway adjacent to and in coordination with the Passenger Boarding Bridge manufacturer at Midland International Airport.

1.3 The Fixed Walkway is the interface between the rotunda and the terminal building.

**Provide all required workforce, equipment, transportation, and permits to perform and complete without being limited to the following described works:**

a) Coordination to receive the fixed walkway and components
b) Provide and place low profile barricades with required flags and beacons around the worksite area.
c) Unload fixed walkway/components
d) Erect and set columns
e) Unload and install the fixed walkway between the rotunda and terminal building
f) If required, install 2-point or 4-point haunch on the rotunda column for the walkway support
g) All work to be performed and material supplied shall conform to all applicable codes, laws and regulations.
h) Install the required exterior flashing kit at the rotunda and the terminal interfaces to the walkway
i) Install stainless steel interior sheet metal flashing at the rotunda/walkway interface and the walkway/building interface.
j) Install grout under each walkway Column.
k) Complete all electrical interconnections between the walkway and the building.
l) Complete all electrical interconnections between the walkway and the rotunda.
m) Provide electrical interconnections between walkway sections
n) Supply and install painted metal interior flashing between each walkway section
o) Provide installation of a threshold plate between each walkway section

p) Fit and install threshold plates between rotunda/walkway interface and the walkway/building interface.

q) Confirm operation of walkway interior lighting, walkway emergency lighting, and autolevel remote alarm.

r) Power wash the fixed walkway.

s) Apply touch-up paint to the walkway

t) Install any required rooftop air conditioning units and curbs.

u) Install any required fall protection systems on the roof of the walkway.

v) Wipe down interior and clean carpet prior to handover.

1.4 The Contractor shall liaise with the PBB manufacturer for all relevant matters regarding the fixed walkways' design, coordination, implementation schedules and associated construction/installation plans, field layout, quality control, labor, supervision and management.

1.5 The Contractor shall also provide all material, temporary works, construction plant, equipment, testing, commissioning, transportation, if applicable, relevant taxes and duties of whatsoever kind, permits and licenses and other items necessary for and incidental to the performance of the work.

1.6 Furthermore, the Contractor's responsibility is to complete the installation works in a safe, secure and professional manner.

1.7 The Contractor is to provide a comprehensive Installation Methodology, Quality Assurance plan and Quality Control plan.

1.8 It is the Subcontractor's responsibility to liaise with and obtain and review all technical documentation from the bridge and fixed walkway manufacturer(s) and to understand and adhere to all terms and conditions and the technical and installation requirements.

1.9 The attached drawing(s) is/are for information purposes only and does/do not necessarily reflect the final dimensions, scale and entirety of the interfaces.

1.10 Midland International Airport will not be responsible for any information that the Contractor may have failed to obtain or may have misinterpreted and or for underestimated or misused interface requirements.



*End of Document*

# City Council Meeting

**Item Number:** 9

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Justine Ruff, Director

**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH FLAGSHIP AIRPORT SERVICES, INC., OF SOUTHLAKE, TEXAS, FOR JANITORIAL SERVICES AT MIDLAND INTERNATIONAL AIR AND SPACE PORT FOR A TOTAL COST OF $6,352,258.00 (AIRPORTS)

---

**Purpose:**

Resolution awarding the contract for Janitorial Services at Midland International Air & Space Port to Flagship Airport Services, Inc. of Southlake, Texas.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$6,352,258 from the Airport Fund over a five-year period.

**Discussion:**

In January 2015, the City of Midland executed a five-year agreement with American Facility Services, Inc. of Alpharetta, Georgia to provide janitorial services to the Terminal and supporting facilities at Midland International Air & Space Port. In March 2020, the Council approved the Request for Proposals (RFP) and we proceeded with advertisement for RFP's in the fall (the delay was due to COVID restrictions on travel for potential proposers). The contract is currently in holdover status (month-to-month).

On December 10, 2020, seven (7) proposals were received and opened in the City Secretary's office. One proposal was removed from consideration as it did not contain all of the required documentation. A committee formed of both Airport Staff and one Airport Board member

reviewed the proposals, and each proposal was scored on the following criteria: Experience, Staffing, Transition Plan, Compensation and References. The winning proposer was Flagship Airport Services of Southlake, Texas. The committee felt that Flagship provided the best proposal and value to the Midland International Air & Space Port. Although the cost of Flagship Airport Services is more than twice the cost of the current contract, it should be noted that all of the proposer's costs were more than twice what we are currently paying, including the proposal from our current provider. The previous 2014 RFP did not require the proposer to be competitive in the marketplace with employee compensation and did not require all of the equipment maintenance necessary to keep the Terminal Building at the level of cleanliness that was expected by Airport Staff and the traveling public. The new contract will hold the contractor to these expected standards. The first three (3) years of this contract is 100% reimbursable by CARES ACT funding.

Robert Patrick

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH FLAGSHIP AIRPORT SERVICES, INC., OF SOUTHLAKE, TEXAS, FOR JANITORIAL SERVICES AT MIDLAND INTERNATIONAL AIR AND SPACE PORT FOR A TOTAL COST OF $6,352,258.00**

**WHEREAS**, the City Council previously approved a request for proposals for janitorial services at Midland International Air and Space Port; and

**WHEREAS**, on December 10, 2020, the City received seven (7) proposals, and after reviewing said proposals it was determined that Flagship Airport Services, Inc., submitted the proposal that provides the City with the best value for said services; and

**WHEREAS**, the City Council finds the price proposed by Flagship Airport Services, Inc., to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to award a contract to Flagship Airport Services, Inc. for janitorial services at Midland International Air and Space Port;

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

**SECTION ONE.** That the Interim 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 Flagship Airport Services, Inc., for janitorial services at Midland International Air and Space Port, at a total cost of $6,352,258.00. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION TWO.** That all payments due under said contract shall be made out of the Airport Fund upon receipt of proper invoices or statements approved by the Interim City Manager or his designee.

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.,2021, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# MAF Janitorial Proposal Cost Sheet

| Name | Cost | Score (10 Max) |
|---|---|---|
| **American Facility Services** | $5,181,382.68 | 3.995 |
| **Flagship Airport Services** | $6,352,357.33 | 7.815 |
| **National Aviation Services** | $5,681,193.31 | 5.345 |
| **Service Management Systems, Inc.** | $7,001,554.72 | 7.205 |
| **Unicare Building Maintenance** | $6,093,529.55 | 5.73 |
| **United Maintenance Company, Inc.** | $6,757,098.37 | 5.585 |

# MAF Janitorial Proposal Cost Sheet

| Name | Cost | Score (10 Max) |
|---|---|---|
| **American Facility Services** | $5,181,382.68 | 3.995 |
| **Flagship Airport Services** | $6,352,357.33 | 7.815 |
| **National Aviation Services** | $5,681,193.31 | 5.345 |
| **Service Management Systems, Inc.** | $7,001,554.72 | 7.205 |
| **Unicare Building Maintenance** | $6,093,529.55 | 5.73 |
| **United Maintenance Company, Inc.** | $6,757,098.37 | 5.585 |



# Proposal to Midland International Air & Space Port

**Courtney Wright**
405 S. Kimball Ave
Southlake, TX 76092
cwright@flagshipinc.com
817-999-9295

FlagShip™ AIRPORTS

FlagShip™

405 S. Kimball Ave.
Southlake, TX 76092

December 10, 2020

City of Midland
600 N. Loraine
Midland, TX 79701

Re: Proposal to Provide Janitorial Services Contract to Midland International Air & Space Port

Dear Honorable Mayor and the City Council of Midland, Texas:

Flagship is pleased to submit this proposal to provide janitorial services to Midland International Air & Space Port (MAF). Working with Flagship offers MAF all of the advantages of working with one of the leading national airport service providers whose portfolio includes five J.D. Power Award-Top 10 ranked airports. Specifically, through its partnership with Flagship, MAF will receive a customized solution that delivers an array of benefits for the company's many stakeholders (employees, management, passengers) including:

- **Quality Management and Engagement:** Flagship's proven *Team Behind the Team Program* ensures constant proactive support for on-site management that allows them to focus on your operations and your passengers' satisfaction. This proven management approach is combined with our real time, technology-driven quality assurance Flagship Intuition, our proprietary janitorial services management tool. Intuition allows us to track inspections as well as enter and monitor work orders in real time and stay abreast of periodic and special work. Intuition's customized dashboard puts your service KPI's at your fingertips – 24/7/365. This provides consistency throughout the airport giving the passenger a seamless experience throughout their journey.
- **Ultimate Passenger Satisfaction & Experience:** Our front-line staff is an extension of the airport. Our Flagship Ambassador Training program ensures employees will always be in uniform, carry photo identification, and be a smiling presence willing to assist passengers throughout the airport. This passenger experience culture will provide MAF the same high-quality/high-visibility service that we provide at 16 airports nationwide.
- **Airport Experts on Staffing:** Airports are a uniquely challenging environment to clean, requiring constant public access, with no days of closure, and customers are constantly on social media sharing their thoughts about the facility. Flagship has worked at airports for more than 20 years, in both airside and landside areas, and we've developed specific procedures for 24/7/365 facilities.

  In the past seven years, Flagship has successfully transitioned over as the custodial service provider at Orlando, Tampa, Phoenix Sky Harbor, Harrisburg, Greensboro Airports, and most recently Salt Lake City Airport & Cincinnati Airport during the pandemic. At these airports and more, we brought leadership experienced in creating a painless transition that resulted in higher janitorial quality at a greater value than our

national competitors. Based on our airport expertise we have staffed according to the RFP with one site manager, one supervisor and 4 custodians per shift. We have also added a floor tech/utility person 5 nights a week on the third shift to maintain your floors and the detail work included in the scope.

- **Proprietary Recruitment and Retention:** Recruiting and retaining quality employees is key to success for this contract. FrontGate is our comprehensive program designed to recruit and retain employees who are organized, dependable, and work well with their teammates. This approach has enabled us to increase our retention rate for new employees by 20% in recently implemented accounts. The program calls for specific phases of on boarding through the first 30 days to ensure that new employees understand their responsibilities and are committed to providing excellent customer service.

MAF's passengers will benefit from Flagship's proven ability to develop and deliver service plans and systems that provide measurable value in airport environments, both now and in the future, as your facilities service needs evolve.

We priced our consumables for year 1 based on passenger counts of 500,000. For years 2-5 we increased the consumables based on an expected passenger count growth of roughly 150,000 passengers per year. Based on the variables we do think the best way to invoice these costs would be based on actual use however for the purpose of this pricing exercise we did include in the overall monthly/annual costs.

Thank you for your consideration. We look forward to discussing our proposal further and answering any questions you may have.

Flagship will meet, or exceed, the 0.78% ACDBE participation requirement by partnering with Diversified Chemical & Supply Inc.

The information contained in this proposal or any part thereof, including its forms, attachments, exhibits and other documents and instruments delivered or to be delivered to the Airport, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Airport as to any material facts.

Sincerely,

Courtney Wright
Sr. Director of Business Development
817-999-9295

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# Proposal Forms

## FORM 1 PROPOSAL FORMS

| | |
|---|---|
| Proposer Name: | **Flagship Airport Services, Inc.** |
| Principal Office Address: | **405 S Kimball Ave** |
| | **Southlake, TX 76092** |

### COMPENSATION

Details about requested compensation information are included in Exhibit A.

## Non-Collusion Affidavit

### NON-COLLUSION AFFIDVIT

In submitting this Proposal, Proposer hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties submitting a Proposal in response to this RFP; and that it is in all respects fair and in good faith without collusion or fraud. Proposer represents to the Airport that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of the Airport presently has any interest, either directly or indirectly, in the business of Proposer, and that any such officer, employee or agent of the Airport having a present interest in the business of Proposer shall not have any such interest at any time during the term of the Agreement should it be awarded to the Proposer.

| | |
|---|---|
| Name | **Flagship Airport Services, Inc.** |
| Signature | |
| Printed Name | **Courtney Wright** |
| Title | **Sr. Director of Business Development** |
| Address | **405 S Kimball Ave** |
| | **Southlake, TX 76092** |

# Acknowledgement of Addenda

## ACKNOWLEDGEMENT OF ADDENDA

Proposer further declares that it has examined the RFP including all Forms, Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures, and rights of this RFP. Acknowledgment is hereby made of receipt of the following Addenda (identified by number) since issuance of the RFP.

| Addendum Number | Date |
|---|---|
| 1 | 11/12/20 |
| | |
| | |

# Verification and Certification of Authenticity of Proposal

## VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL

Submission of this Proposal is the duly authorized official act of the Proposer and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Proposer is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Proposer, this day of **December 1st**, 2020.

| | |
|---|---|
| Name | **Flagship Airport Services, Inc.** |
| Signature | |
| Printed Name | **Courtney Wright** |
| Title | **Sr. Director of Business Development** |
| Address | **405 S Kimball Ave** |
| | **Southlake, TX 76092** |

# NOT APPLICABLE

**(If Proposer is a partnership or joint venture, fill in name of partnership or joint venture, followed by the signature of the partner or venture signing, followed by title)**

Name of Partnership/ Joint Venture _____

Signature _____

Printed Name _____

Title _____

Address _____

_____

Organized under the laws of the State of _____ and authorized by law to make this Proposal and perform all work and furnish all materials and equipment required under the Agreement.

Names and addresses of All Partners/Joint Ventures (attach additional pages if necessary):

_____

_____

_____

_____

**(If Proposer is a corporation, fill in the name of corporation, followed by the signature of the official signing, followed by title)**

| | |
|---|---|
| Name of Corporation | **Flagship Airport Services, Inc.** |
| Signature | |
| Printed Name | **Courtney Wright** |
| Title | **Sr. Director of Business Development** |
| Address | **405 S Kimball Ave** |
| | **Southlake, TX 76092** |

Organized under the laws of the State of **California** and authorized by law to make this Proposal and perform all work and furnish all materials and equipment required under the Agreement.

The full names and address of persons or firms interested in the foregoing Proposal as principals or officers are as follows (attach additional pages if necessary):

**David Pasek – CEO**

**Kathy Pasek – Secretary**

**Greg Bogdanovich – CFO**

**1050 N 5th Street, San Jose, California 95112**

# NOT APPLICABLE

**(If Proposer is a limited liability company, fill in the name of the limited liability company, followed by the signature of the manager or other person signing on behalf of the limited liability company, followed by title)**

Name of Limited Liability Company _____

Signature _____

Printed Name _____

Title _____

Address _____

_____

Organized under the laws of the State of and authorized by law to make this Proposal and perform all work and furnish all materials and equipment required under the Agreement.

The full names and address of persons or firms interested in the foregoing Proposal as principals or officers are as follows (attach additional pages if necessary):

_____

_____

_____

_____

# Qualifications and Proposer Requirements (Form 3)

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Proposal by the Airport. Proposers should note that some responses require separate sheet(s) for response. Those responses should be appropriately marked corresponding to the question. Proposers should use as many additional sheets of paper as necessary to completely answer the question.

All the information requirements in this Form 3 are required for Proposer and all subcontractors identified in the Proposal. Therefore, the use of the term "Proposer" in this Form 3 applies to Proposer and all subcontractors of Proposer that will be involved in the performance of the Work pursuant to the Agreement.

EXPERIENCE AND QUALIFICATIONS

Proposers must meet or exceed the following criteria in order for proposals to be considered.

- They are currently and have been providing janitorial services continuously for the past five (5) years;
- That within the last three years, have provided janitorial services to a large facility as described below:
  o An airport with a minimum of one million (500,000) total passengers annually;
  or
  o A large public facility consisting of multiple buildings in a campus environment with a minimum of two hundred fifty thousand (250,000) square feet of indoor climate-controlled area serviced in multiple shifts, twenty-four (24) hours per day, seven (7) days per week.
- Have had gross revenues of at least five million dollars ($5,000,000.00) during its last fiscal year for Janitorial Service.

Information may be provided in the chart below or on a separate sheet of paper as needed.

## Flagship's Experience

| Client Name | Start Date | End Date | Facility Description |
|---|---|---|---|
| Tampa International Airport | 2015 | Current | 4 terminals spanning 1.1M square feet |
| Orlando International Airport | 2014 | Current | 3 terminals spanning 4.2M square feet |
| John Wayne/Orange County Airport | 2005 | Current | 3 terminals spanning 600K square feet |
| American Airlines at Dallas/Fort Worth International Airport | 1998 | Current | 1.2M interior and 2M exterior square feet |

## Flagship's Gross Revenue

Flagship's FY 2019 gross revenue: $312,423,344

## Experience and Qualifications

PROPOSER HISTORY

1. Has Proposer ever been subject to claims, actions, demands, suits, or other litigation (collectively litigation) brought by any owner/operator or others over non-payment fees, or non-performance of similar Work as that requested under this RFP? Yes ( ) No ( **X** ).

   If the answer is "Yes," attach a detailed explanation of the nature and result of such litigation.

2. Does the Proposer have any past due arrearage or is in breach of contract with any previous or existing contract with the Airport? Yes ( ) No ( **X** ).

3. Has Proposer declared bankruptcy in the past ten (10) years? Yes ( ) No ( **X** ).

   If the answer is "Yes," attach a detailed explanation including the date of filing, the jurisdiction (state and court) the amounts of assets and liabilities, and the disposition of that action.

Flagship is one of the most qualified providers of best-in-class custodial services that uses flexible and innovative management strategies to execute our services, demonstrates our commitment to sustainability, prioritizes customer service, and operates through streamlined processes in its delivery of services.

Flagship's CEO, David Pasek, is also its founder - the single employee who set out to provide holistic, high-quality janitorial services to major corporate campuses and public facilities in Silicon Valley and Northern California. Thirty-two years later, Flagship is a diversified organization with almost 6,000 employees nationwide offering both hard and soft facility services and industry-leading integrated facilities management.

Part of our strategy back in 1988 was a laser focus on innovation in service delivery, sterling customer service, and relentless process improvement. Each of our employees is a facilities services expert, trained to serve the specific needs busy facilities that insist on a higher standard of care, including airports; life sciences companies; private schools; multi-facility, Class-A business campuses. With a diverse portfolio of medium and large clients, we're proud to maintain a 96% client retention rate. We see this as a testament to our consistently excellent service delivery and our role as trusted advisors for our clients.

***Flagship is the custodial service provider to 6 of the top 10 airports in the J.D. Power 2019 North America Mega, Large Airport, and Medium Satisfaction Studies, and we service those sites at a lower cost per square foot.***

*Aviation Specific Qualifications and Experience*

Our aviation group, Flagship Airport Services, has been providing custodial services for airlines and airports for more than 20 years – our clients consistently rank in the top ten of the annual J.D. Power North America Airport Satisfaction Study in various passenger satisfaction categories.




**Going Above and Beyond to Enhance Passenger Satisfaction**

## Qualifications, Experience, and Background

Flagship cleans more large, high profile airports than just about anyone in the Aviation Service Industry. We not only provide janitorial service to large tier airports — including MCO, SLC, TPA, SAN, and PHX, but also serve all the American Airlines non-public facilities at DFW and have major janitorial operations at SNA, IAH, and SFO, among others. Flagship is proud to service 6 of the top 10 JD Power ranked airports in customer satisfaction.

Current high-profile customers include:

- **Salt Lake City International Airport:** more than 908,754 sq. ft. and 185 FTEs, which will increase to more than 275 FTEs when the new terminal opens over the next year
- **American Airlines at DFW: Have** provided janitorial services since 1998, maintaining eight different facilities, totaling more than 1.2 million square feet of interior space and more than 2 million square feet of exterior space and 118 FTEs
- **Orlando International Airport:** more than 4.2M sq. ft. and more than 465 FTEs
- **Phoenix Sky Harbor International Airport:** more than 2M sq. ft. and more than 300 staff
- **San Diego International Airport:** more than 1.5M sq. ft. and more than 178 FTEs
- **Tampa International Airport:** more than 1.1M sq. ft. and more than 150 FTEs

Flagship provides continuous improvement in the quality of services provided. This helps to ensure a safe and comfortable space for our customers and their guests and provides the most cost-efficient services possible. We select new products based on our Operations and Procurement teams' assessment of our customers' needs and in collaboration with the suppliers within Flagship's strategic partner network, taking into account the appropriateness of the product for our customers' specific environments and the challenges of training our employees in the most efficient applications of it.

Flagship also completes annual internal reviews to check market pricing on equipment and formally negotiates pricing every 3–5 years. This process enables us to develop national pricing agreements that allow for price leveraging yet are non-exclusive, allowing for the use of competitive local vendors and suppliers.

## *We Achieve Results*

Flagship has been providing high quality janitorial services since our company was founded in 1988.

Tampa International Airport

Took over for 35-year incumbent, we have delivered long-term cost savings and natural shine cleaning for terrazzo and other natural stones. Flagship recently signed a new contract with TPA to extend services for an additional 7 years.

CVG Cincinnati/Northern Kentucky International Airport

Service delivery began on July 1, 2020, in the middle of the pandemic. We currently have 75 employees providing janitorial services to all airside areas as well as multiple outlying buildings.

Orlando International Airport

Greatly improved carpet cleaning, elimination of soiling from restroom grout, and cleaning of unpolished limestone, enabling delay in carpet replacement schedule.

San Diego International Airport. Let's Go.

Twenty-year relationship, including helping SAN get certification for the Green Build, the world's first LEED® Platinum commercial airport terminal.

John Wayne Airport Orange County

A JD Power-recognized, 15+-year relationship with Orange County's airport supporting the Gateway to Disneyland® and the Orange County vacation spots

PHX Phoenix Sky Harbor International Airport

Provide custodial services for more than 2M square feet in all three terminals. Our staff service both airside and landside areas, as well as two smaller regional airports.

George Bush Intercontinental Airport

Maintain 1.5M square feet of United Airlines' areas at Bush and Hobby Airports, including pilot training center, office areas, cargo, catering, and hangars.

SFO

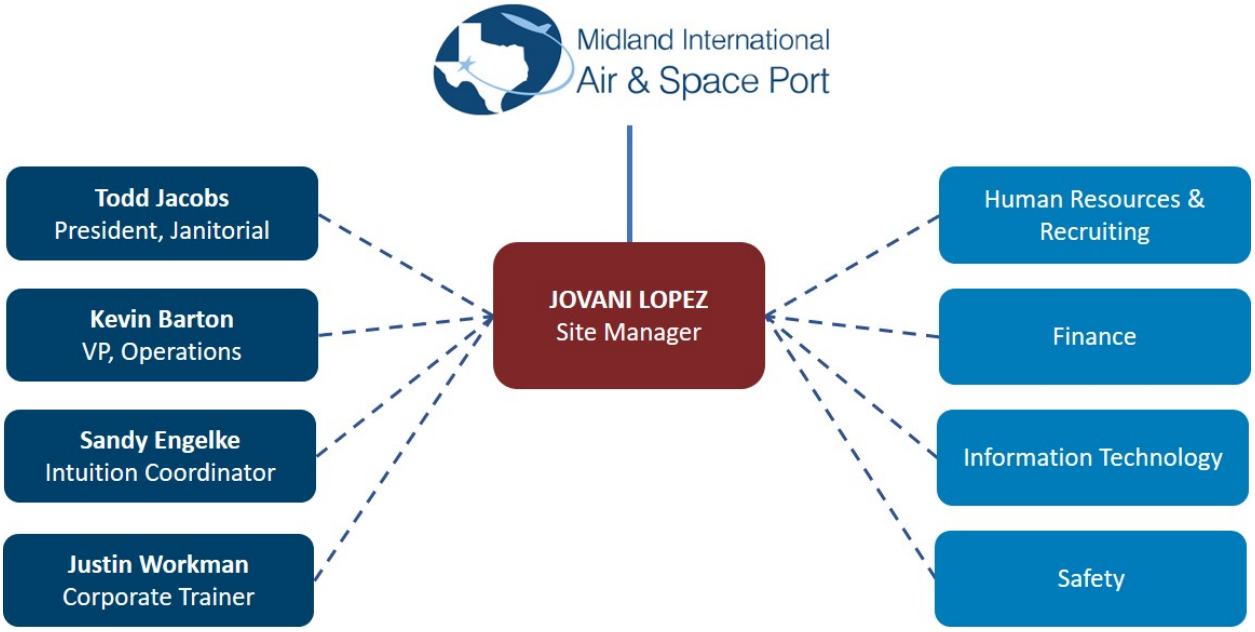
We keep United Airlines' 4M square foot Maintenance Operations Center in great shape, including sweeping of ramps and hangar floors, and emptying FOD barrels.

Salt Lake City International Airport

Successfully transitioned SLC during the COVID crisis with full staffing. Cleaning 1M sq. ft. facility while we transition to the opening of the new 1.5M sq. ft. terminals.

*Team Behind the Team*

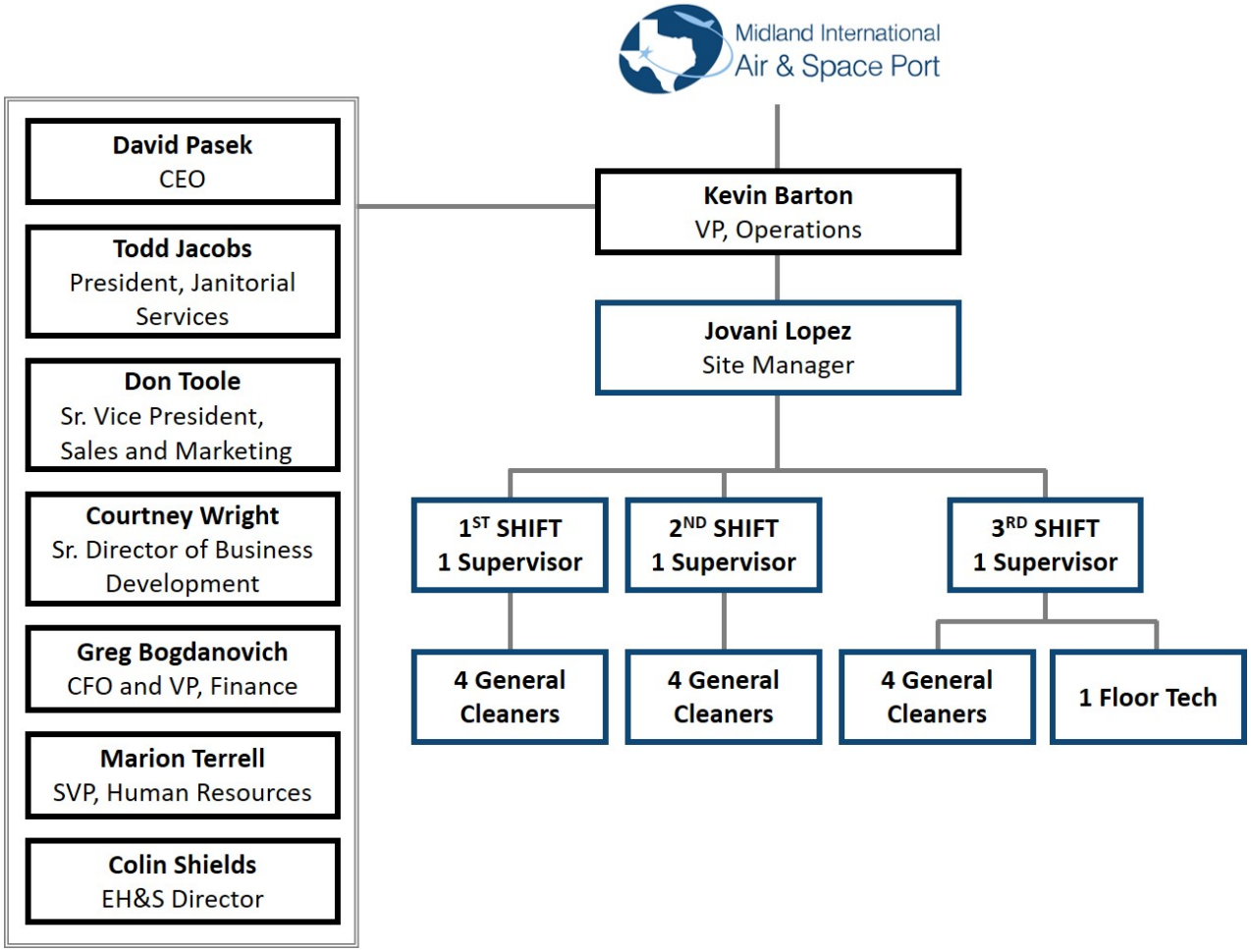
One of the key differentiators for Flagship is our Team Behind the Team (TbT) program that we utilize to support our on-site management teams in a proactive fashion that allows them to focus on your operations and your positive passenger experiences. Our TbT program is foundationally built on purposeful Coaching and Mentoring in action. The Coaching and Mentoring is supported by weekly review calls, frequent ongoing scheduled and non-scheduled on-site visits from Leadership and Field Support Teams. Additionally, our site manager has a programmatic Corporate Support structure to include Human Resources, Finance, IT, and dedicated Recruiting teams.




The ***TbT*** drives performance to the field teams, which delivers our top goal of performance to you and your passengers every day. The ***TbT*** has been the key to providing outcomes that drive great passenger experience and out teams contributing to many of the airports we partner being in the Top 10 of the latest JD Power Rankings.

This commitment to excellence and ongoing manager development insures a ***Proactive vs. Reactive Approach*** every day. Ultimately, we stay on track and never allow operations to stray off course.

## *Organization Chart*




## *Resumes*

### *Kevin Barton – Vice President, Operations*



Kevin has been at Flagship since 2012 and has more than 20 years' experience managing janitorial and facility services in diverse facilities, including aviation, manufacturing, educational, medical, and Class A office environments.

Kevin is on-site throughout the transition process, working closely with Flagship's site manager to ensure a smooth transition and identify areas where we might provide immediate benefit. He is available whenever needed to solve problems, address concerns, and implement Flagship's "never say no" customer service policies.

In the past five years, Kevin led Flagship's transition teams for Tampa, Orlando, and Phoenix International airports. Kevin's transition team achieved immediate improvements in the quality of cleaning at each airport, including cleaner carpets, elimination of restroom grout, and cleaning of unpolished limestone.

Kevin's experience also includes overseeing a 700-employee operation covering a six-state region that maintained more than 25 million square feet of space. He has transitioned and managed facility services ranging in size between 500,000 to 10 million square feet. His broad range of janitorial management experience includes transition planning, floor care and inspection systems, and the implementation of safety, employee management, recycling, and customer service programs.

### *Jovani Lopez – Site Manager*



Jovani has six years' experience providing custodial services, overseeing staffing, scheduling, issue resolution, and work plans and improvements. As regional operations manager for American Airlines' operations at Dallas/Fort Worth International Airport, Jovani supervises more than 118 employees and oversees approximately 1.2M square feet of interior space and more than 20 acres of outdoor airfield, ramp, and aircraft pad space.

Prior to joining Flagship, Jovani worked at Texas Instruments for three years as a subcontractor for cleaning services, including class 1-3 cleanrooms. Jovani was responsible for maintaining two fabs with 98% clean rating that were regularly audited by Toyota and Bosch. Jovani was also responsible for the disposal of solvent, corrosive, and acid chemicals that were waste generated during the manufacturing of semi-conductors.

### *Back-Up Staff Coverage*

Flagship maintains an on-call list of pre-approved, dedicated personnel trained to work on-site. On-call personnel have prior training in site-specific policies and procedures and are familiar with each customer's facility. The list guarantees backup personnel are available in emergencies or to fill in as sick relief and vacation replacement.

### *Benefit Highlights*

Flagship offers a highly competitive benefits package that is designed to help us retain our most productive employees and encourage them to consider custodial work as a long-term career option. We are committed to the health and welfare of our employees and their families.

## Leave (Paid) Program

### *Hourly Staff*

Flagship feels strongly about our staff having accrued benefits for paid time off. Our track record shows that it lowers turn-over, adds positively to quality, and is a benefit that employees appreciate. Our hourly staff receive the following:

- Sick pay of 3 days per year accrued starting after 90 days of employment
- Vacation pay of 5 days per year accrued starting after 90 days of employment
- Holiday pay of 6 days per year accrued starting after 90 days of employment (New Year's Day, Memorial, Independence, Labor, Thanksgiving, Christmas)

### *Salaried Staff*

Our supervisory, payroll, HR and management staff receive the following:

- Sick pay of 3 days per year accrued starting after 90 days of employment
- Vacation pay of 5 days per year accrued starting after 90 days of employment
- Holiday pay of 6 days per year accrued starting after 90 days of employment (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas)

## Medical Plans

Flagship Facility Services provides full time eligible employees with access to comprehensive medical coverage with a national carrier. Employees can also enroll their dependents in coverage. The medical coverage offered is compliant with the Affordable Care Act (ACA) in design and meets ACA affordability requirements.

Flagship pays a portion of the cost of medical insurance for benefit eligible employees. Each year during the annual review, Flagship endeavors to ensure that Flagship's medical offerings are the most competitive in the industry. Flagship supports its employees with education to assist them in being good healthcare consumers and understanding the plans offered, both within the Flagship benefits program and available through state and federal programs.

Employees who elect medical coverage also have access to wellness programs, virtual visits (telemedicine), and preventive services covered at no cost.

## Dental Plan—PPO

Dental plan provides coverage for preventive, basic and major services. The Dental PPO allows employees to access quality dental services with routine preventive services covered at 100%. The plan also provides funds for orthodontia.

### Vision Plan—PPO

This plan provides for annual exams and corrective lenses at reduced costs. While diagnostic vision services are part of medical coverage, this stand-alone vision plans offers routine eye exams for refraction and basic eye care. Should an employee or their dependent need glasses, this plan provides reimbursement for frames, lenses, or contacts.

### Life & Accidental Death/Dismemberment

Flagship provides Life/AD&D for all eligible employees at no cost. Should employees wish to purchase additional Life/AD&D for themselves or their dependents, they can do this on a voluntary basis. For new employees, the opportunity to purchase additional life insurance (up to $100,000) without any medical questions, is significant. Employees can also elect voluntary life insurance for dependents.

### 401(K)

Flagship's 401(k) plan includes matching contributions to help employees to attain their retirement goals more quickly.

### Employee Assistance Program

Eligible employees receive confidential access to work-life resources including legal, financial, childcare, eldercare, and caregiver resources. This includes unlimited telephonic support and up to three face-to-face counseling sessions.

### Flexible Spending Accounts (FSAs)

Flexible Spending Accounts allow employees to set aside for eligible health care and dependent care expenses for themselves and their family. When you elect to contribute to an FSA, those contributions are deducted from your pay each pay period on a pre-tax basis.

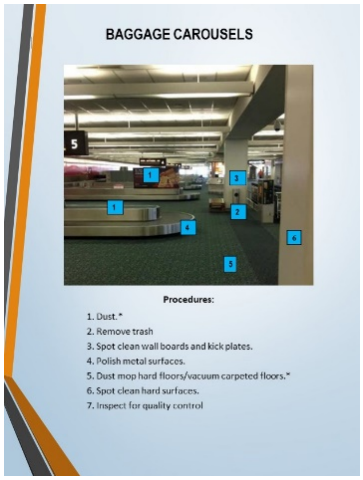
Health care FSA funds can be used to cover co-pays, coinsurance, dental expenses, and other qualified expenses as defined by the IRS. Dependent care FSAs can generally be used for qualified childcare for children under 13 years old.

#### *Training*

All Flagship employees go through our Onboarding process, which includes a 4-5-hour company orientation as well as 40 hours of on-site training, led by a subject-matter expert (SME). The partnership includes discussions of site specifics, including specific hazards, specific equipment, emergency procedures, and other idiosyncrasies of the site. At the end of the 40 hours, a checklist is used to ensure that the employee understands each of the key elements in the training.

Site supervisors also provide ongoing mentorship for each employee and offer spot corrections when they notice employees working inefficiently or engaged in potentially unsafe behaviors. The following is a summary of our Training program:

***Visual training manuals help frontline employees understand their responsibilities and the sequence in which actions should be performed.***




- **Employee Orientation:** In-person meeting, immediately after hire in which new employees are instructed in policies, procedures, benefits, and required paperwork is completed.
- **Pre-Assignment Training:** Facilities and custodial staff are trained in basic techniques after hire and prior to assignment to a specific site. Visual aids include videos, task-specific charts, posters, and hands-on instruction.
- **Initial Site Training:** Offered prior to on-site start date, with spot corrections by supervisors as needed. Covers site-specific challenges such as standard operating procedures, best practices, emergency procedures, etc.
- **Refresher Training:** Refresher training includes regular seminars on relevant topics in the provision of janitorial services, as well as reminders on the safe use of equipment and chemicals.
- **Sensitivity Training:** All employees undergo Sensitivity training to maintain a work environment free of discrimination or harassment.
- **Equipment Training (2x per year):** Employees receive periodic training in best practices for keeping equipment well maintained.
- **Vendor Training:** Vendors are frequently brought in to demonstrate safe and environmentally friendly usage of chemicals and answer questions from custodial staff.
- **Bloodborne Pathogens:** Offered before job assignment, with annual refresher training. Supervisors reinforce importance of using personal protective equipment in the field.

## Flagship Ambassador Program

Midland has established itself as a safe and secure, warm, and welcoming environment where airport personnel help passengers find their way around the terminal, advise them on transportation choices, and serve as the first line personnel for security issues. Customer impressions are also influenced by the many non-Airport employees who interact with the public, including concessionaires, airport security, airline employees, taxi/rideshare drivers, and vendors such as Flagship.

Our ability to provide great airport customer service is demonstrated by the fact that we clean both of the main airports that support the major Disney theme parks in the U.S., including John Wayne Orange County Airport (SNA), the gateway to Disneyland®; and the Orlando International Airport (MCO), the gateway to Disney World® and Universal Orlando.

We have provided support for similar customer service initiatives at other airports we serve such as Tampa and San Diego, and we have received excellent scores from recent customer satisfaction surveys and positive feedback at business reviews.

Flagship custodians participate in our customer ambassador program to ensure they maintain a professional appearance and are always be a smiling presence willing to assist passengers throughout the airport.

On shifts where our personnel interact with passengers, our staff are instructed to keep their eyes open for opportunities to assist customers when needed. This training includes suggested language for greeting passengers, interacting professionally, and closing conversations.

Custodians on the first and second shifts carry cards that have maps of the concourse they are assigned to, and they are trained to give directions to lost travelers. We also show staff how to read flight monitors so they can better understand the workflow at the airport. We also adjust our cleaning schedules based on customer traffic patterns to minimize discomfort for passengers.

### *SAFETY*




Flagship's Safety Program is designed to create an integrated safety organization that helps prevent injuries by increasing safety awareness and encouraging dialogue between employees at all levels of the organization. Specific procedures include the following:

- **Front-line Staff Safety Training:** All front-line employees participate in periodic training sessions, which are led by vendors, HR representatives, supervisors, operations managers, and other individuals with specific insight into techniques and equipment that can be used to lower the risk of injury.
- **Monthly Supervisors Safety Training:** All supervisors undergo refresher training each month, led by the safety manager or HR representatives of each region. Attendance is checked by our Safety Department each month using sign-in sheets.
- **Statistical Analysis:** Flagship tracks each supervisor's safety record on a monthly basis and supervisors receive cash incentives for maintaining a safe workplace. The goal is to encourage supervisors to address potentially risky situations in the workplace.
- **Identification of At-Risk Employees:** On a monthly basis, supervisors are required to report at-risk employees to our corporate safety manager and HR representatives. Supervisors look for warning signs such as chronic complaining, poor attitude, or an inability to maintain their workspace. In many cases, these problems can be addressed by modifying the employee's work duties or through improved communication.

## DuPont Safety Solutions

The company is currently implementing DuPont's award-winning Safety Training Observation Program (STOP®). Once fully implemented, the program will include an Executive Safety Committee to provide leadership, funding, resources, and guidance; subject-matter experts (SMEs) to encourage implementation of best-practices and technical expertise; and site safety committees at larger sites to support site-specific safety initiatives.

### *Quality Control Program*

Flagship's quality control program doesn't simply mean double-checking our work, it is a holistic approach to providing janitorial services that permeates every aspect of our work, from the equipment and supplies we purchase to the way that we train and manage our employees, including not only front-line staff but also behind the scenes functions such as IT and Accounting.

We build quality into our process by providing state-of-the-art equipment, defining tasks and responsibilities so that expectations are clear, and supervising and monitoring each employee's performance. We also tailor requirements for each site to deliver appropriate services, supervision, and account management, and gather feedback for improvement if needed.

We review our work constantly to ensure that we're as cost efficient as possible and that we've incorporated best practices from some of the hundreds of sites that we service, as well as new industry innovations such as new equipment and chemicals that enable us to deliver better service. Our program also establishes company-wide standards for quality and benchmarks that enable us to compare the quality of our service to industry standards, while also incorporating the observations and expertise of our employees.

A system of checks and balances:

- Site manager meets with and directs staff daily at the start of their shift.
- Site manager and supervisors roam the facility daily checking on staff work, directing them on cleaning processes that require improvement, and providing corporate support such as bringing them additional equipment as needed.
- Site manager checks our Work Order Reports on a daily basis, completing our daily duties and checking out as instructed.
- On a weekly basis, site manager prints out our Periodic Work Order Schedule for floor work to be assigned to the Floor Crew.
- Flagship will provide monthly inspections that will serve to validate the program, using Flagship Intuition. Complete inspection report will be provided to customer representatives in advance of our formal review meetings.

When quality issues arise, Flagship does an analysis to determine the source of the problem and corrective actions needed. We look at data from our wand system to ensure that front-line staff are meeting contractually required frequencies for each area. If a disproportionate number of complaints are received at a certain facility at a certain time of day, we may need to adjust frequencies. If individual employees are not performing up to standards, we will employ disciplinary procedures laid out in the contract.

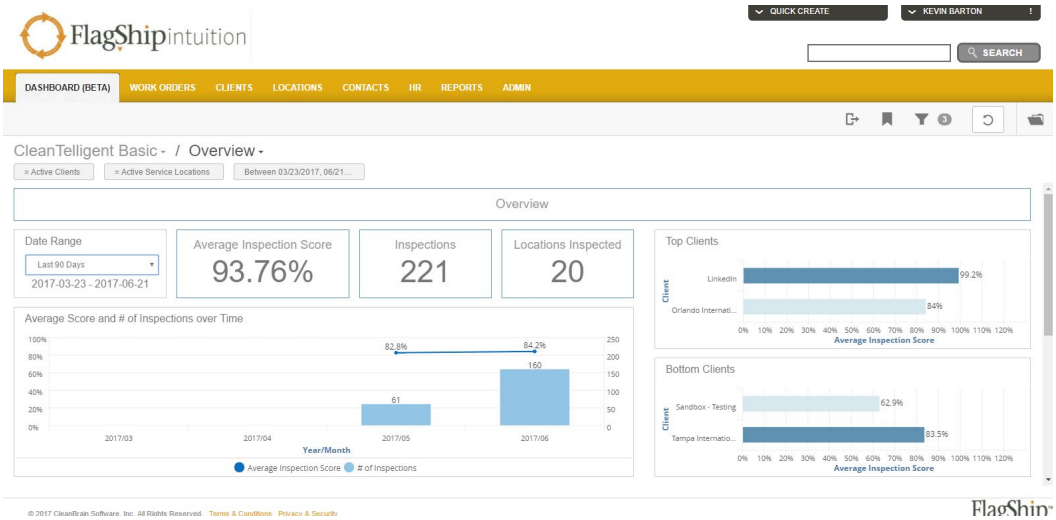
We work closely with your staff to make sure that resources are allocated correctly and make necessary schedule adjustments when needed to ensure that all critical, high-use, and high-visibility areas are serviced at optimal frequencies.

*Technology*

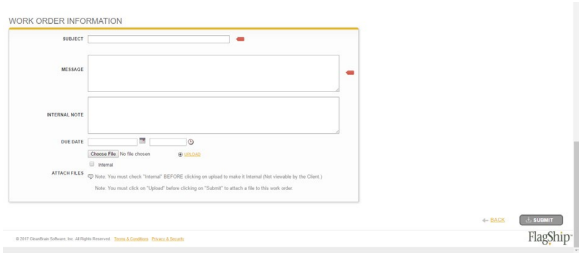
Flagship Intuition is our customized performance management, quality control, and inspection platform that simplifies inspections, reporting, and tracking of key performance indicators including safety, work orders, complaints, compliments, and frequency schedules. Our Site manager and supervisors walk the facility with a tablet in hand, noting the location of each defect, assigning a numeric grade based on severity, and attaching digital photos. Customized inspection reports are compiled automatically at contracted frequencies and sent to Airport management in PDF format. A dashboard-style portal that gives selected airport staff access to metrics that summarize our current performance, including inspection scores, number of work orders, average response time to work orders, etc. The portal also includes a library of useful information, such as recent inspection reports, lists of employees authorized to work at the airport, contact information for key Flagship personnel, etc. Flagship Intuition's job scheduling module simplifies the creation of weekly/monthly/quarterly work schedules and automatically updates customers about scheduled events by email. It enables us to schedule and track periodic work orders to make sure they are being completed at contracted frequencies. Flagship Intuition enables us to ensure great service by tracking our performance and encouraging constructive feedback.

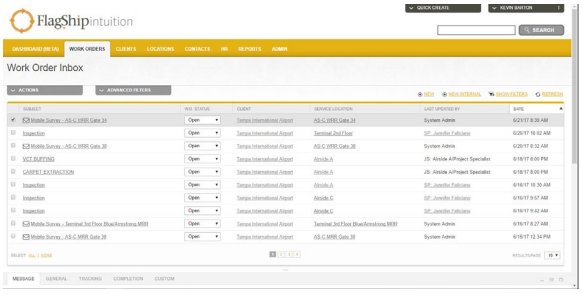
***Flagship Intuition records inspections, generates reports, tracks work orders and periodic work, and tracks customized key performance indicators.***



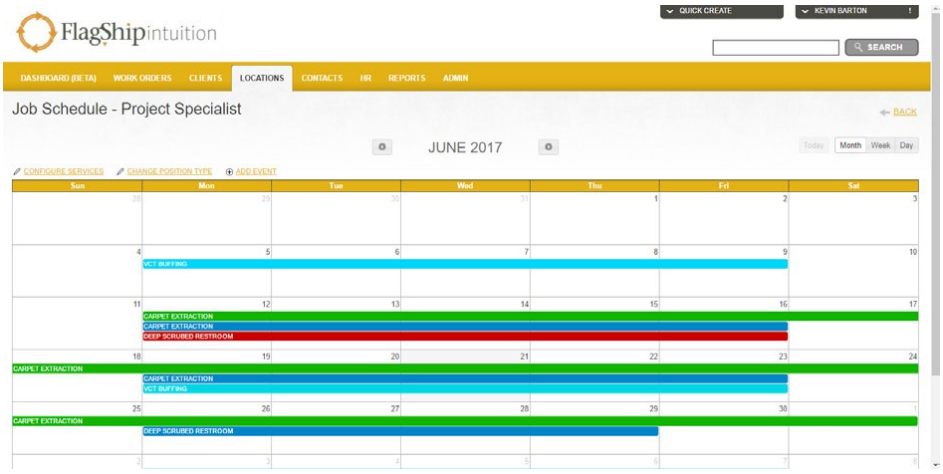



Intuition's Dashboard displays the KPIs you want to see, when you want to see them, including information on inspection scores, work order response, or other metrics to measure ROI.

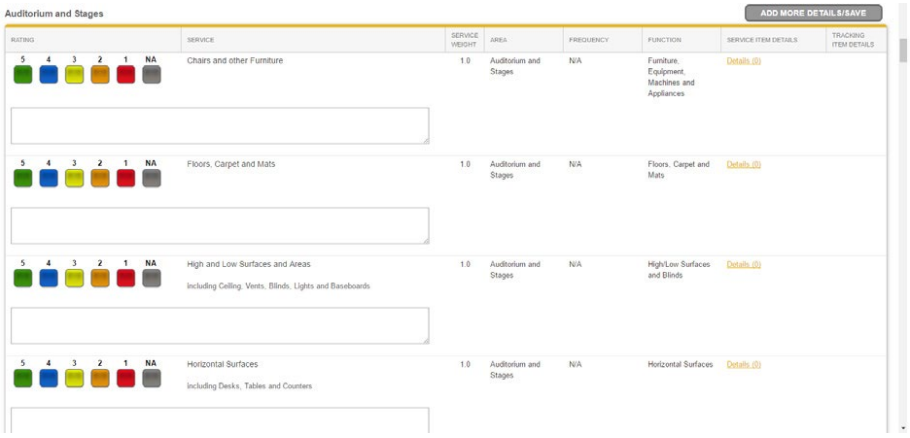



Intuition makes it easy to enter work orders which are automatically forwarded to the site management team so that they can be assigned to front-line staff on the next available shift.




Intuition compiles schedules for periodic janitorial work to ensure contracted frequencies.




Intuition includes detailed templates specific to your site to ensure accurate inspections.

# Compensation Worksheet

## *Proposal Cost Compensation Worksheet (Form 2)*

TERMINAL BUILDING:

***May substitute Monthly and Annual Costs with a per 100,000 passenger (enplanement) cost***

**May 1, 2021 through April 31, 2022**

Monthly $98,045.30 /Annually $1,176,543.58

Per 100,000 Passenger $

**May 1, 2022 through April 31, 2023**

Monthly $101,234.43 /Annually $1,214,813.20

Per 100,000 Passenger $

**May 1, 2023 through April 31, 2024**

Monthly $104,300.34 /Annually $1,251,604.10

Per 100,000 Passenger $

**May 1, 2024 through April 31, 2025**

Monthly $107,244.56 /Annually $1,286,934.75

Per 100,000 Passenger $

**May 1, 2025 through April 31, 2026**

Monthly $110,068.66 /Annually $1,320,823.97

Per 100,000 Passenger $

**TOTAL AMOUNT FOR FIVE (5) YEARS for Monthly and Annually**

**Monthly-$520,893.30**

**Annually-$6,250,719.61**

## AFORCE OFFICE COMPLEX (LOC)

**May 1, 2021 through April 31, 2022**

Monthly $749.29 /Annually $8,991.47

**May 1, 2022 through April 31, 2023**

Monthly $773.66 /Annually $9,283.94

**May 1, 2023 through April 31, 2024**

Monthly $797.09 /Annually $9,565.10

**May 1, 2024 through April 31, 2025**

Monthly $819.59 /Annually $9,835.11

**May 1, 2025 through April 31, 2026**

Monthly $841.18 /Annually $10,094.10

**TOTAL AMOUNT FOR FIVE (5) YEARS $**

**Monthly-$3,980.81**

**Annually-$47,769.73**

## WRIGHT OFFICE COMPLEX (WOC):

**May 1, 2021 through April 31, 2022**

Monthly $669.58 /Annually $8,034.93

**May 1, 2022 through April 31, 2023**

Monthly $691.36 /Annually $8,296.29

**May 1, 2023 through April 31, 2024**

Monthly $712.30 /Annually $8,547.54

**May 1, 2024 through April 31, 2025**

Monthly $732.40 /Annually $8,788.82

**May 1, 2025 through April 31, 2026**

Monthly $751.69 /Annually $9,020.26

**TOTAL AMOUNT FOR FIVE (5) YEARS $**

**Monthly-$3,557.82**

**Annually-$42,687.84**

## AIR CARGO OFFICE:

**May 1, 2021 through April 31, 2022**

Monthly $79.71 /Annually $956.54

**May 1, 2022 through April 31, 2023**

Monthly $82.30 /Annually $987.65

**May 1, 2023 through April 31, 2024**

Monthly $84.30 /Annually $1,017.56

**May 1, 2024 through April 31, 2025**

Monthly $87.19 /Annually $1,046.29

**May 1, 2025 through April 31, 2026**

Monthly $89.49 /Annually $1,073.84

**TOTAL AMOUNT FOR FIVE (5) YEARS $**

**Monthly-$423.49**

**Annually-$5,081.89**

## AIRPORT PARKING LOT EXIT BOOTHS

**May 1, 2021 through April 31, 2022**

Monthly $95.65 /Annually $1,147.85

**May 1, 2022 through April 31, 2023**

Monthly $98.77 /Annually $1,185.18

**May 1, 2023 through April 31, 2024**

Monthly $101.76 /Annually $1,221.08

**May 1, 2024 through April 31, 2025**

Monthly $104.63 /Annually $1,255.55

**May 1, 2025 through April 31, 2026**

Monthly $107.38 /Annually $1,288.61

**TOTAL AMOUNT FOR FIVE (5) YEARS $**

**Monthly-$508.19**

**Annually-$6,098.26**

**TOTAL CONTRACT AMOUNT FOR FIVE (5) YEARS $6,352,357.33**

The undersigned Proposer hereby declares that he has visited all Buildings/Facilities of the work and has carefully examined the Specifications and Contract documents pertaining to the work covered by the above bid. The contractor or subcontractor, by submission of an offer and/or execution of a contract, certified that it is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

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

Has not procured any product nor subcontracted for the supply of any product for use on the contract that is produced in a foreign country on said list;

That the contractor or subcontractor is to provide JANITORIAL SERVICES & MAINTENANCE which includes all necessary work for planned, emergency, all labor, parts, materials, supplies, tools, instruments, transportation, etc., as described in Notice to Proposers, Instruction to Proposers, Contract Documents, Special Provisions, General Provisions and Appendices as contained and identified above; and

The City reserves the right to accept or reject any or all proposals and to waive all formalities; reserves the right to award a contract for any or all combinations of buildings/facilities; and the Contractor (successful proposer) shall enter into a Contract with the City of Midland, Texas.

The Proposer must provide a summary of staffing in the space provided in this Proposal Form. Due to the size of the Contract, the Contractor shall have a mandatory minimum personnel staffing level of one (1) Supervisor and four (4) General Cleaners for all shifts, seven (7) days a week. If the Proposal is accepted and the Contract is awarded to the Proposer, the staffing provided herein shall be considered the mandatory minimum acceptable staffing required to fulfill the Contract. The Contractor shall provide a system of reserve/on-call personnel as necessary to ensure that each cleaning assignment is performed as required in the absence of permanently assigned personnel. Failure on the part of the Contractor to ensure that all mandatory staffing levels are filled may cause the Department of Airports to make deductions from the Contractor's payment for non-compliance of the amount of one-hundred and fifty ($150.00) dollars for each employee/occurrence when the shift is not properly staffed for the full eight-hour shift. Deductions shall be determined from, but not limited to, payroll reports, timecards, time sheets, employee schedules, and Identification Badge/Security System Event Edit reports.

To fulfill the Contract work, the Proposer will provide labor twenty-four (24) hours per day, seven (7) days per week.

# Staffing Plan

### Flagship Staffing Summary for MAF Cleaning Contract

| POSITION DESCRIPTION | FTEs |
|---|---|
| Site Manager | 1.00 |
| | |
| Supervisor Shift 1 | 1.40 |
| Supervisor Shift 2 | 1.40 |
| Supervisor Shift 3 | 1.40 |
| **Management & Supervisor Total** | **5.20** |
| | |
| Custodians Shift 1 | 5.60 |
| Custodians Shift 2 | 5.60 |
| Custodians Shift 3 | 5.60 |
| Floor Techs/Project Techs | 1.00 |
| **Front-line Janitorial & project/floor Crew Totals** | **17.80** |
| | |
| **Combined Staffing FTEs** | **23.00** |

***All Flagship staff wear uniforms to ensure a professional appearance in keeping with your corporate environment.***



### Flagship Cleaning Plan Duties by Staff Member for MAF

- Shift 1 schedule: 6:00am-2:30pm
- Shift 2 schedule: 2:00pm-10:30pm
- Shift 3 schedule: 10:00pm-6:30am

| Position Title | Shifts | Daily Total FTEs | Responsibilities |
|---|---|---|---|
| Site Manager | | 1.00 | Pro-actively directs and manages overall staff, implements Flagship programs, schedules, attaining high quality & complete service delivery |
| Supervisor | Shift 1 | 1.00 | Supervises staff, oversight, and communication to custodial personnel, participates in walk throughs and inspections, helps monitor coverage depending on traffic flows, assists with ongoing training |

| Position Title | Shifts | Daily Total FTEs | Responsibilities |
|---|---|---|---|
| Supervisor | Shift 2 | 1.00 | Supervises staff, oversight, and communication to custodial personnel, participates in walk throughs and inspections, helps monitor coverage depending on traffic flows, assists with ongoing training |
| Supervisor | Shift 3 | 1.00 | Supervises staff, oversight, and communication to custodial personnel, participates in walk throughs and inspections, helps monitor coverage depending on traffic flows, assists with ongoing training, monitor, and inspect deep cleaning work |
| **1ST SHIFT** | | | |
| Cleaner/Porter, Female | Shift 1 | 1.00 | Focus on restrooms, cycle, and police all restrooms, stock supplies, tidy floors, counters and any clean any major issues, trash removal |
| Cleaner/Porter, Male | Shift 1 | 1.00 | Focus on restrooms, cycle, and police all restrooms, stock supplies, tidy floors, counters and any clean any major issues, trash removal |
| Cleaner/Porter | Shift 1 | 2.00 | General janitorial cleaning, policing of ticketing & public areas, baggage claim areas, porter, and clean gates, ensure floor spills and spot carpet cleaning completed as needed, trash removal, wiping surfaces |
| **1st Shift Total** | **Shift 1** | **4.00** | |
| **2ND SHIFT** | | | |
| Cleaner/Porter, Female | Shift 2 | 1.00 | Focus on restrooms, cycle, and police all restrooms, stock supplies, tidy floors, counters and any clean any major issues, trash removal |
| Cleaner/Porter, Male | Shift 2 | 1.00 | Focus on restrooms, cycle, and police all restrooms, stock supplies, tidy floors, counters and any clean any major issues, trash removal |
| Cleaner/Porter | Shift 2 | 2.00 | General janitorial cleaning, policing of ticketing & public areas, baggage claim areas, porter, and clean gates, ensure floor spills and spot carpet cleaning completed as needed, trash removal, wiping surfaces |
| **2nd Shift Total** | **Shift 2** | **4.00** | |

| Position Title | Shifts | Daily Total FTEs | Responsibilities |
|---|---|---|---|
| **3RD SHIFT** | | | |
| Custodian | Shift 3 | 4 | Performs scope of work daily, weekly & periodic work including trash hauling, wiping surfaces, vacuuming and/or hard floor cleaning, deep cleaning of restrooms, high dusting |
| Floor Techs | Shift 3 | 1 | Project/floor crew, hard floors, carpets, heavy detailing |
| **3rd Shift Total** | | **5.00** | |
| **Combined Non-Management Daily FTEs** | | **13.00** | |

# Transition Plan

Proposers shall provide the Airport, as part of their Proposals, a Start-up Transition Plan describing how it plans to start operations and bring about a smooth transition from the current Contractor. Transition Plan shall include but not be limited to:

- Procurement of Equipment and Supplies (including timing)
- Staff Selection and Hiring
- Obtaining Airport ID Badges: Including background checks and conducting TSA-required security training
- Employee Orientation and Site Tours
- Training Syllabus based on requirements of the Work as set forth herein
- Proposers agree that, if selected, the Proposer will cooperate with the Airport and current Contractor and attend all scheduled coordination meetings during the transition period.

## *Transition*

The Transition plan defines key milestones to ensure that the entire team is hired, badged, and trained by the start date without disruption to your operations. Numerous walk-throughs are conducted to reality check the scope, benchmark against other airports, ensure enough equipment and chemicals are ordered, and develop quality control standards. These walk-throughs also confirm job costing and help us to establish labor schedules for managers, supervisors, and HR staff.

Meetings with customer representatives include a formal kickoff meeting as well as numerous other discussions to help clearly define goals and service milestones and agree on common quality control standards.

The Transition plan is maintained online so that all team members have immediate access to documents that record each action item, who is assigned to do it, and when it is due.



***In more than 20 years of working at DFW Airport, Flagship has successfully responded to several large snowstorms.***

### Transition Highlights

#### *Initial Meeting*

The Airport Authority and Flagship management meet prior to starting work to identify specific problem areas not previously discussed, to establish a 24-hour channel of communication, and to define compliance issues and regulations.

### *Staffing*

Prior to starting the contract, Flagship meets with the current cleaning and maintenance staff to explain the new contract arrangements and to discuss how this affects each worker's position. We are open to retaining current employees, provided they pass our required background screening and training process.

### *Site Walks*

The Transition team performs an initial site walk to familiarize themselves with the following:

- Specifications
- Security
- Lighting and energy reduction programs
- Water conservation programs
- Safety regulations
- Time frequencies
- Waste disposal systems
- Hot spots that need special attention

Our training manager also does a site walk to identify any special characteristics of the site that need to be incorporated into our training module for site personnel.

### *Joint Inspection*

A step in the transition is completing a joint inspection between Airport Authority representatives and Flagship to calibrate our impressions of the condition of the facility as of start date. This gives us a baseline upon which to base all subsequent metrics. Frontline personnel also perform a site walk, as we assume service, so that we can identify problem areas and train them in their specific responsibilities.

### *Support Team*

Additional account management and supervision is provided during the transition period that remains on site if necessary, to ensure performance of work, systemize the cleaning maintenance, and stabilize the workforce. Additional supervision is provided at no cost.

### *Transition Meetings*

Regularly scheduled meetings are held between the Airport Authority's designated representative(s) and Flagship management during the initial transition to ensure the required level of service is being consistently reached.

### *Quality Control/Deep Cleaning*

Flagship's Quality Control program ensures that the required level of cleanliness is reached during the transition period and maintained throughout the term of the contract.

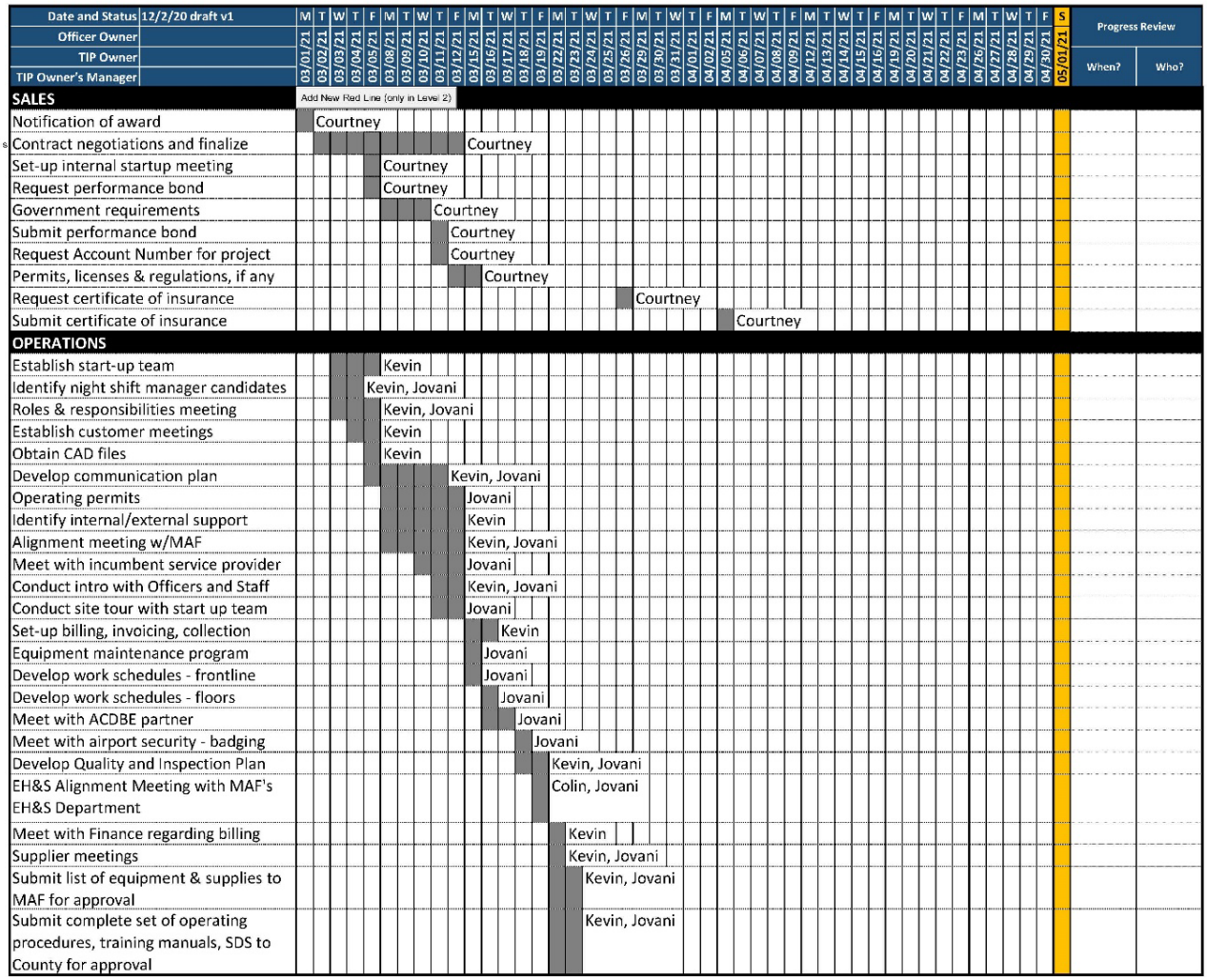
Our plan is to bring up your facility quickly and within one week improve the following:

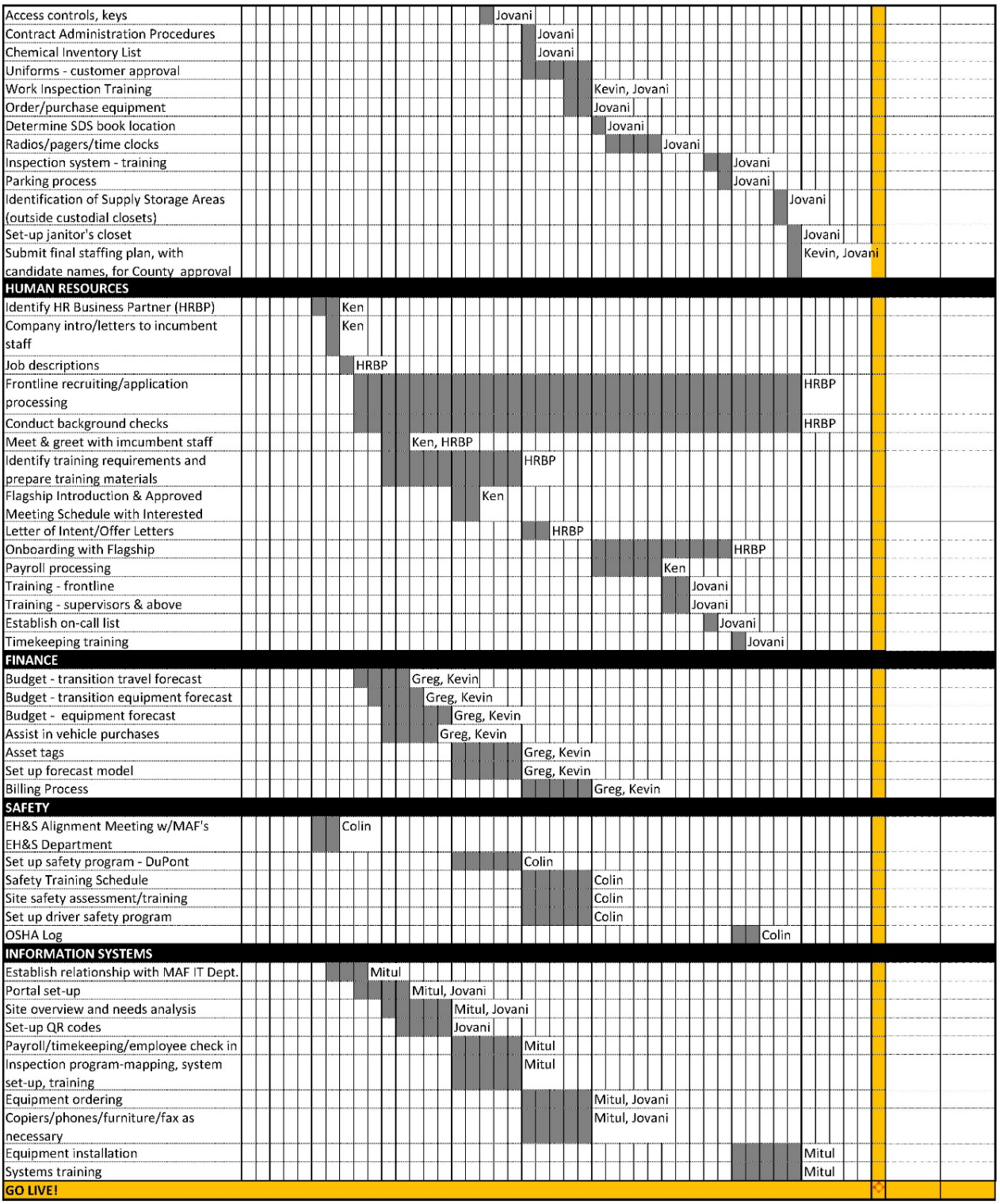
- Dusting
- Problem window areas
- Brite-work
- Stainless steel
- Gate chairs
- Entrances
- Kaivac steam clean public restrooms



***During Hurricane Irma, Flagship helped Orlando International Airport respond to the emergency by quickly responding to water intrusions and helping to accommodate***

# MIDLAND INTERNATIONAL AIRPORT
# 60-DAY TRANSITION PLAN




Access controls, keys
Jovani
Contract Administration Procedures
Jovani
Chemical Inventory List
Jovani
Uniforms - customer approval
Work Inspection Training
Kevin, Jovani
Order/purchase equipment
Jovani
Determine SDS book location
Jovani
Radios/pagers/time clocks
Jovani
Inspection system - training
Jovani
Parking process
Jovani
Identification of Supply Storage Areas (outside custodial closets)
Jovani
Set-up janitor's closet
Jovani
Submit final staffing plan, with candidate names, for County approval
Kevin, Jovani
HUMAN RESOURCES
Identify HR Business Partner (HRBP)
Ken
Company intro/letters to incumbent staff
Ken
Job descriptions
HRBP
Frontline recruiting/application processing
HRBP
Conduct background checks
HRBP
Meet & greet with imcumbent staff
Ken, HRBP
Identify training requirements and prepare training materials
HRBP
Flagship Introduction & Approved Meeting Schedule with Interested
Ken
Letter of Intent/Offer Letters
HRBP
Onboarding with Flagship
HRBP
Payroll processing
Ken
Training - frontline
Jovani
Training - supervisors & above
Jovani
Establish on-call list
Jovani
Timekeeping training
Jovani
FINANCE
Budget - transition travel forecast
Greg, Kevin
Budget - transition equipment forecast
Greg, Kevin
Budget - equipment forecast
Greg, Kevin
Assist in vehicle purchases
Greg, Kevin
Asset tags
Greg, Kevin
Set up forecast model
Greg, Kevin
Billing Process
Greg, Kevin
SAFETY
EH&S Alignment Meeting w/MAF's EH&S Department
Colin
Set up safety program - DuPont
Colin
Safety Training Schedule
Colin
Site safety assessment/training
Colin
Set up driver safety program
Colin
OSHA Log
Colin
INFORMATION SYSTEMS
Establish relationship with MAF IT Dept.
Mitul
Portal set-up
Mitul, Jovani
Site overview and needs analysis
Mitul, Jovani
Set-up QR codes
Jovani
Payroll/timekeeping/employee check in
Mitul
Inspection program-mapping, system set-up, training
Mitul
Equipment ordering
Mitul, Jovani
Copiers/phones/furniture/fax as necessary
Mitul, Jovani
Equipment installation
Mitul
Systems training
Mitul
GO LIVE!

# Detailed List of Proposed Equipment

## Chemical List

Flagship uses Diversey Care's line of green cleaning products at TPA. Healthy High-Performance Cleaning (HHPC), Diversey's proprietary approach, offers strategic planning, best practices, and guidelines to clean for health, safety, and the environment. These products have been tested for performance, reduced environmental impact, and enhanced safety. A number of these chemicals have been tested and certified by independent organizations such as Green Seal™, Environmental Choice, GreenGuard, EU Flower and Nordic Swan. These products include glass cleaners, general-purpose cleaners, restroom cleaners, industrial degreasers, carpet cleaners, floor finishes/sealers and floor finish strippers.

| Floor and General-Purpose Cleaners | |
|---|---|
| **Prominence ™/MC Heavy-Duty Floor Cleaner**<br><br>Highly effective cleaner designed to remove soils and oils without diluting or altering the appearance of the floor pH neutral when diluted. Leaves a fruity scent. | **General Purpose Cleaner**<br><br>A highly effective general cleaner for most cleaning applications. Can be used in floor scrubbing, mop and bucket, and spray and wipe applications. Green in color with a citrus scent. |
| **Stride® Citrus Neutral Cleaner**<br><br>Neutral all-purpose cleaner for everyday floor cleaning and light duty spray and wipe cleaning. Pleasant citrus scent. | **Stride® Fragrance Free Neutral Cleaner**<br><br>Neutral all-purpose cleaner for everyday floor cleaning and light duty spray and wipe cleaning. Fragrance free. |
| **Stride® Floral HC Neutral Cleaner**<br><br>Neutral all-purpose cleaner for everyday floor cleaning and light duty spray and wipe cleaning. Pleasant floral scent. | **Emerel® Plus Alkaline Cream Cleanser**<br><br>Alkaline formula that quickly removes grease, soap scum, scuff marks and other stubborn spots and build-up without scratching the surface. Use on porcelain, ceramic, stainless steel, chrome, Formica® and fiberglass. White in color with no fragrance added. |

| Floor and General-Purpose Cleaners | |
|---|---|
| **PERdiemTM/MC General Purpose Cleaner with Hydrogen Peroxide**<br>A concentrated cleaner based on proprietary Accelerated Hydrogen Peroxide (AHP®) technology. This product can be used for a wide range of cleaning applications, including floors, walls, glass, and other hard surfaces. Product can be used for carpet extraction, prespray and spotting. Contains no added dyes or fragrance.  | **Alpha-HP® Multi-Surface Cleaner**<br>An all-in-one, multi-purpose cleaner concentrate based on proprietary Accelerated Hydrogen Peroxide (AHP®) technology. One product cleans and brightens surfaces safely and easily. Use on floors, walls, glass, and other hard surfaces. Wool Safe® approved for use in carpet extraction, prespray and spotting. Colorless with a citrus scent.  |
| **Raindance™/MC Low Foam Neutral Floor Cleaner**<br>A low-foam neutral floor cleaner concentrate for effective cleaning of floors and other hard surfaces. The low-foam formula is perfect for use in autoscrubbers and in mop and bucket applications. No rinsing is required for fast, cost-effective cleaning. Yellow in color with a citrus scent.  | **End Zone Extraction Emulsifier and Neutralizer**<br>A powerful extraction emulsifier that also neutralizes after cleaning and uses encapsulating polymer technology. Get carpets cleaner and helps them stay cleaner longer, neutralizing carpets to a slightly acid pH and its polymer technology helps prevent browning, wicking, and resoiling.  |
| **Stain Free Carpet Stain Remover**<br>Stain Free is premium organic stain remover. Stain Free is designed to alter the structure of stains by removing, oxidizing, or making them completely disappear.  | **End Perfect Carper Prespray**<br>Has soil busting, grease cutting ingredients that melt greasy soils away. The emulsifier/rinse agent leaves the carpet bright, with a soft hand, in a neutral state, with no re-soiling residue.  |

## Tile and Grout Cleaner

**Power Clean 12 Tile and Grout Cleaner**




Tile and grout cleaner and restorer breaks down embedded grease and soils.

## Odor Eliminators

**Good Sense® Odor Eliminator**

Meets Ecologo certification standard.




Bacteria-based formula for effectively eliminating tough odors. Controls odors in carpet caused by urine., fecal matter, and vomit. Can also be used as a restroom cleaner & drain maintainer.

## Floor Finishes and Strippers

**Pro Strip SC High Efficiency Floor Stripper**



A highly concentrated powerful stripper that quickly bites through layers of floor finish, decreasing downtime while reducing the odors associated with floor stripping.

**Aquarta® Floor Finish**




A long-lasting, zinc-free, multi-maintenance floor finish that meets your environmental expectations. Durable, proven polymer technology. Exceptional bull response.

## Restroom Cleaners

**Crew® Bathroom Cleaner & Scale Remover**




Mildly acidic liquid cleaner specifically developed to remove soap scum and hard water deposits from most restroom surfaces. Purple in color with a fresh, clean scent.

## Specialty Surface Cleaner

**Glance® NA Glass & Multi-Surface Cleaner Non-Ammoniated**



Non-streaking, quick-drying and non-ammoniated. Use on most washable surfaces, including chrome, stainless steel, bathroom fixtures and laminate countertops. Blue in color with no fragrance added.

## Equipment List

| Picture | Brand | Name | Function | Equipment Provided Onsite |
|---|---|---|---|---|
|  | Karcher / Windsor | Versamatic VS14 14" Dual Motor Vacuum | Upright Vacuum | 4 |
|  | Karcher / Windsor | BV 11/1 Backpack Vacuum Hepa | Vacuuming all types of flooring | 4 |
|  | Karcher / Windsor | NT68/1 Cord Electric Wet/Dry Vacuum with 24" front mounted squeegee | Wet Vac | 2 |
|  | Karcher / Windsor | Chariot 3 CV 86/1 RS BP Stand-On Vacuum | Stand-On Vacuum | 1 |
|  | Karcher / Windsor | Charriott iExtract | Ride On Extractor | 1 |
|  | Kaivac | KaiVac 1750 | Restroom Heavy Cleaner | 1 |
|  | Karcher / Windsor | Bolt 20" Scrubber 20" | Rotary Scrubber 20" | 2 |
|  | Karcher / Windsor | Lightening BDP 51/2000 Electric Dust Control Burnisher - 2000rpm 20" | Corded High Speed Burnisher | 1 |
|  | Rubbermaid | Executive Series Janitor Carts | To carry cleaning supplies where needed in airport | 5 |

| Picture | Brand | Name | Function | Equipment Provided Onsite |
|---|---|---|---|---|
|  | Rubbermaid | 1863896 Executive Series WaveBrake 35 Qt. Mop Bucket and Side Press Wringer | Floor Cleaning | 10 |
|  | Rubbermaid | Gondola /Tilt Truck - 1 Cubic Yard | Trash Collection and Transportation | 2 |
|  | Continental | 5865 Platform Truck | Tool/Supply Transportation | 1 |
|  | Ford | F250 Pickup Truck W/ Liftgate | Equipment & staff transportation | 1 |
|  | Karcher / Windsor | Presto 3 | Carpet Spotter | 1 |
|  | Rubbermaid | 13 FT Mobile Barrier | Safety Barricade | 2 |
|  | Rubbermaid | 26" CAUTON SIGN #611200YW, MULTI-LINGUAL | Warning Signs - Safety | 25 |

# Supply List

Flagship intends to partner with Diversified Chemical & Supply Inc. to meet or exceed the ACDBE participation goal of 0.78%.

| DESCRIPTION/TYPE | UNITS | DETAILS | DESCRIPTION |
|---|---|---|---|
| Animal Waste Bags (individual) | Case | 2,000 bags/case | Dogipot Waste Individual Bags 1402- HP, Or Approved Equivalent |
| Animal Waste Large Collection Bags | Case | 50 bags/case | Doggie Waste Bags, Large or Approved Equivalent |
| Carpet #1 Encap | Gallons | | Or Approved Equivalent |
| Degreaser | Gallons | | No Specific Manufacturer |
| Dishwashing Soap | Bottle | 38-oz bottle | Dawn Dish Soap |
| Disinfectant #2 Gal Neutral Q, and Suprox-D | Gallons | | Or Approved Equivalent |
| Feminine Maxi Pads #4 | Case | 500/case | No Specific Manufacturer |
| Feminine Sani Liners | Case | 250/case | No Specific Manufacturer |
| Feminine Tampons | Case | 250/case | No Specific Manufacturer |
| Floor Sealer | Gallons | | No Specific Manufacturer |
| Floor/Tile/Terrazzo Cleaner #1 Peroxide Based/Neutral Cleaner | Gallons | | Or Approved Equivalent |
| Foam Soap – Handicap Restrooms | Bottle | | Sloan Handicap Foam Sjs-1151 |
| Foam Soap – Restroom Sinks | Case | 6 bottles/case | Sloan Standard Foam Sjs1751-3 |
| Foam Soap – Restroom | Case | 2 bottles/case | Gojo Industries 40.6-Oz Clear Mild Foam Hand-Wash Refill |
| Green New 33” X 43” 12-Mic Plastic Bag | Case | 250 bags/case | No Specific Manufacturer |
| Hand Sanitizer | Case | 8 bottles/case | Purell H-1188 Soap to Fit S-14836 Uline |
| | Case | Case of 4 | Purell 5456-04 Soap to Fit Model #2720 |
| | Case | Case of 4 | Refill Gel PK – Item #13G698 |
| | Each | | C Batteries For 15 Hand Sanitizer Units |
| High Quality White Paper Towels | Case | 16 pks/case | TORK Advanced White 3-Panel Multi-Fold Paper |
| Needle Disposal Containers | Case | 4 Mailable Containers/Case | Sharps Disposal by Mail-Container Model 10101 & 5Qt 10501 |
| Neutral Cleaner/Disinfectant #3 Shine Line/Alcohol/Other | Gallons | | Or Approved Equivalent |
| Seat Covers | Case | 5,000 Sheets | No Specific Manufacturer |

| DESCRIPTION/TYPE | UNITS | DETAILS | DESCRIPTION |
|---|---|---|---|
| Stripper | Gallons | | No Specific Manufacturer |
| Terrazzo Floor Finisher | Container | 3.785L/Container | 3M Scotchguard Stone Floor Protector, or Approved Equivalent or Crystal Shield by Diversey |
| Tile/VCT Floor Finish | Gallons | | No Specific Manufacturer |
| Toilet Tissue | Case | (36) 750-roll sheets/case | Georgia Pacific Angel Soft Compact Coreless 2-Ply Premium Embossed Bathroom Tissue |
| Toilet Tissue | Case | 12 rolls/case | Renown Premium Junior 2-Ply Jumbo Soft Superior Quality White |
| Trash Receptacle Liners 24”x33” | Case | 500 bags/case | No Specific Manufacturer |
| Trash Receptacle Liners 40”x48” | Case | 250 bags/case | No Specific Manufacturer |
| White Hand Soap | Case | 4 Gallons/Case | Non-Fragrant and Without Animal Fat Composition |
| Urinal Screens | Case | 12 Packs/Case | ActiveAire Citrus Low Splash Deodorizer Urinal Screen |
| Air Fresheners | Case | 12 Packs/Case | ActiveAire Citrus Powered Whole-Room Freshener Refill |
| Animal Friendly Sanitizer | Pack | 9/Pack | Wysiwash Jacketed Caplets |

# Proposed Uniform(s)

**Uniforms**

The selected Proposer will be required to provide uniforms for the staff assigned to complete the Work. Uniform selection shall be approved by Airport and must not be a color similar to existing uniforms of the Airport or other vendors at MAF. No head gear, other than that included as part of the Uniform and approved by Airport, may be worn by the selected Proposer's personnel. Cold or inclement weather gear for the staff shall be provided when needed for specific positions. Uniforms should include a consistent color for all footwear worn by the selected Proposer's personnel. Uniforms shall be provided by the selected Proposer at no cost to personnel. Uniforms must be cleaned and maintained by a professional uniform service company and shall provide enough uniforms to each employee so that all personnel are always dressed in a clean and professional manner. Include a description and picture of the proposed uniform(s) with the Staffing Plan.

**Badging**

All personnel hired to provide the Work must be able to obtain required identification and security clearance required by TSA to work in the Secured and/or Sterile areas of the Airport. Furthermore, all personnel will be expected to participate in any necessary training to obtain identification and security clearances as well as abide by any associated rules or regulations. Costs associated with badging will be borne by the selected Proposer.

## Uniforms & Badging

All of Flagship's hourly employees and day porters are required to wear the following:

- Work shirt with the Flagship logo
- Mid-weight cotton pants
- Slip-resistant, closed-toe shoes with the proper support and protection



All employees are required to carry a security photo identification card.

Flagship provides all frontline employees with a uniform and each employee is responsible for keeping his or her uniform clean. Flagship expects all employees to always use professional judgment and good taste in their personal dress and hygiene.

Supervisors, in conjunction with your designated HR representative, may make determinations on clothing and hygiene that is inappropriate and/or contrary to Flagship's standards. Where necessary, Flagship accommodates a person's disability or religious beliefs and practices.

When uniforms begin to show signs of wear, the supervisor furnishes a replacement.

# Professional References

## Phoenix-Mesa Gateway Airport




Flagship provides janitorial services for Phoenix Mesa Gateway Airport which has nearly 50 direct routes across the United States and Canada on Allegiant, WestJet, Swoop, and Flair Airlines. The airport has recently experienced a 26% yearly growth rate in the number of passengers serviced.

Flagship's high-quality janitorial services are key to the airport's efforts to provide an enhanced level of customer service that include amenities such as the Copper Plate Grill and Arizona Highways gift shop, as well as plans to attract additional carriers.

The site staffing includes 12 FTEs:

- 1 Day Supervisor
- 2 Day Porters
- 1 Night Supervisor
- 7 Night Cleaners
- 1 Floor Technician

***Flagship provides custodial and floor maintenance services for Phoenix-Mesa Gateway Airport (AZA) since May 2019.***

***We clean the Charles L. Williams Terminal Complex, General Aviation Center including the Customs Office/Badging Service Center, Airport Administrative Building (Public & Secured areas), Airport Traffic Control Tower, the Maintenance Building, Fuel Storage Facility, Hangar 46, Car Care Facility and Lynn Kusy Park.***

**Contact**:
Alex Smith, A.A.E.
Operations Manager
(480) 988-7640
asmith@gatewayairport.com

## Salt Lake City International Airport



***Flagship provides custodial and floor maintenance services for Salt Lake City International Airport (SLC), maintaining the first newly constructed major airport in the U.S. since 1995.***

***We clean all terminals and concourses, transitioning the opening of more than 1.5M sq. ft. of new terminals. This includes service areas, entrances, ticketing, baggage, concourses, FIS, jetways, gats, Authority offices and outbuildings.***

**Dates of Service:** 4/1/2020

**Contact**:
Victoria Tucker
FMP, Aviation Services Mgr.
(801) 575-2469
Victoria.tucker@slcgov.com

Flagship cleans all terminals and concourses, transitioning the opening of more than 1.5M square feet of new terminals. We service the entire airside and landside terminals including entrances, islands, walkways, ticketing, TSA, gates, jetways, offices, operations areas, public and non-public restrooms, windows, carpets, and hard floors including extensive terrazzo concourses, Authority offices, and out-buildings.

SLC includes extensive terrazzo flooring, carpets, partition glass and large new high-end restrooms. Flagship recently transitioned services to SLC at the beginning of the COVID pandemic. We service the current airport facility and are starting up the new build terminal areas as they come online per SLC's schedule.

The site staffing will grow from the current planned 180 staff to more than 280 FTEs as the airport gets busier and more square feet opens.

- Site Manager
- Administrative/HR staff
- QC staff
- Site Mechanic/Repair staff
- Supervisors
- Shift 1 & 2 porters/cleaners
- Shift 3 cleaners and floor utility crews
- Service is 24 hours, 365 days per year
- 26.8M annual passengers

## *San Diego International Airport*



***Flagship maintains a broad range of flooring types at San Diego International Airport, including VCT, Terrazzo, carpet, porcelain tiles, ceramic tiles, Nora Rubber flooring, and concrete.***

- Only LEED Platinum-certified airport in the U.S.
- Floor maintenance and janitorial services for more than 1.5 million sq. ft. of interior space and 100,000 sq. ft. of exterior space
- More than 20 years of service
- Very large terrazzo areas where we retore and maintain old and new terrazzo

**Contact:**
Amiel Porter – Manager, Terminal Operations | Airside & Terminal Operations
(619) 400-2702

Since Flagship started servicing San Diego International Airport in 1997, we have provided cleaning services for the entire facility and several airline clubs and lounges but have also assisted in preparing for special events such as the opening of a new terminal in 1998, which involved visits from numerous dignitaries. San Diego is the only LEED Platinum certified airport in the U.S.

Flagship has also responded with additional coverage to handle extensive passenger loads when San Diego has hosted events with large numbers of out-of-town attendees, including Super Bowls in 1998 and 2003, the MLB All Star Game in 2016, and annual Comic-Cons.

We clean all three terminals, which involves extensive interaction with the travelling public. We service airside and landside areas within the terminal, public transportation islands, entrances, concrete walkways, escalators, elevators, gates, jet bridges, public and employee restrooms, break areas, smoking areas, ramp operations areas, administrative offices, and customs areas. We have also helped the airport respond to tough economic times by controlling costs while sustaining quality services.

Our extensive floor care operation includes use of a truck mount for carpet extractions and the Tennant R14 extractor and Kaivac vacuum for restrooms. Terrazzo in restrooms and common areas are mopped nightly, and we use the 3M diamond restoration process quarterly.

# Letter from Insurance Company Confirming Proposer's Ability to Meet Insurance Requirements

WS WOODRUFF SAWYER

December 1, 2020

City of Midland
Attn: City Secretary's Office
MAF Janitorial Contract
600 N. Loraine
Midland, TX 79701

RE: Midland Airport RFP
Insurance Compliance Letter

To whom it may concern,

I, Kim Huynh, a representative of Woodruff Sawyer and Companies, certify our client Flagship Airport Services, Inc.'s insurance coverage on the certificate of insurance provided, complies with the Service Contract document revised on November 12, 2020.

Should you have any questions and/or coverage concerns, please feel free to reach out to me.

Sincerely,

Kim Huynh
Account Manager
(415) 399-6449
khuynh@woodruffsawyer.com

Insurance Services
Risk Management
Employee Benefits

Woodruff-Sawyer & Co.
844.972.6326

2 Park Plaza, Suite 500
Irvine, CA 92614

CA License 0329598
AN ASSUREX GLOBAL & IBN PARTNER

woodruffsawyer.com

# Letter from Surety Confirming Proposer's Ability to Meet Performance Bond Requirements

The Hanover Insurance Group™

**The Hanover Insurance Company** | 440 Lincoln Street, Worcester, MA 01653
**Citizens Insurance Company of America** | 645 West Grand River Avenue, Howell, MI 48843
**Massachusetts Bay Insurance Company** | 440 Lincoln Street, Worcester, MA 01653

December 1, 2020

City of Midland
600 N. Loraine
Midland, TX 79701

Re: Flagship Airport Services, Inc.
City of Midland
Request for Proposals
Midland International Air &Space Port
Janitorial Services Contract

To Whom It May Concern:

Our client, Flagship Airport Services, Inc., has requested this letter to be sent to you as an indication of their bondability.

The Hanover Insurance Company has established a bonding relationship with Flagship Airport Services, Inc. They can qualify for and procure a performance and payment bond in the amount of 100% of the annual value of the referenced contract, if awarded, subject to an underwriting review of the final contract documents and pertinent underwriting information.

The Hanover Insurance Company is listed in the Federal Treasury Register and is an admitted surety insurer in all 50 United States, and as such, is authorized to issue bonds in all 50 States. The Hanover Insurance Company has a current AM Best rating of A XV.

Please contact us if you have any questions regarding Flagship Airport Services, Inc.'s surety bond program.

Sincerely,

The Hanover Insurance Company

By: _____
Valerie Garcia, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY INCORPORATED 1972 NEW HAMPSHIRE

**THE HANOVER INSURANCE COMPANY**
**MASSACHUSETTS BAY INSURANCE COMPANY**
**CITIZENS INSURANCE COMPANY OF AMERICA**

***POWER OF ATTORNEY***

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Mark M. Munekawa, Nancy L. Hamilton, Nerissa S. Bartolome, Yvonne Roncagliolo, Kelly Holtemann, Joan DeLuca, Stanley D. Loar, Charles R. Shoemaker, Roger C. Dickinson, Thomas E. Hughes, Alicia Dass, Valerie Garcia and/or Patrick R. Diebel**

Of **Woodruff-Sawyer & Co. of San Francisco, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, in any amount**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **8th** day of **August, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.

On this **8th** day of **August, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **1st** day of **December, 2020.**

CERTIFIED

Theodore G. Martinez, Vice President

# Financial Eligibility and Disqualification of Proposers

FINANCIAL CAPACITY

Proposer is expected to have the financial ability to move forward with the Work, however, ***Proposer's financials will not be required as part of the Proposal***. Upon inspection of the proposals, the Airport reserves the right to request any and all financial material it deems relevant in assessing the validity of the proposal. Such materials may include, without limitation, official bank statement(s), copies of account records certified by a CPA, or a letter of credit. **As part of the Proposal, a list of any contracts where Proposer was terminated including an explanation of why and a list of any past bankruptcies must be included.**

Flagship has not been terminated from any contracts nor do we have past bankruptcies.

# Bid Bond

## BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. n/a

KNOW ALL MEN BY THESE PRESENTS, THAT Flagship Airport Services, Inc.

(hereinafter called the Principal), as Principal, and The Hanover Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of five percent (5%) of the largest possible lump sum bid submitted 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 City of Midland, Midland International Air & Space Port Janitorial Services Contract.

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 1st day of December, 20 20.

| | |
|---|---|
| Flagship Airport Services, Inc. | The Hanover Insurance Company |
| Principal | Surety |
| By GREG BOGDANOVICH. CFO | By Valerie Garcia, Attorney-in-Fact |
| Address 1050 North 5th St., Suite 50<br>San Jose, CA 95112 | Address 5415 E. St., Suite 440<br>Phoenix, AZ 85054 |

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORM\BIDBOND.FRM REVISED: March 30, 2011

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Francisco )

On 12/1/2020 (Date) before me, Alicia Dass, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Valerie Garcia (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

ALICIA DASS Comm. # 2175629 - Mtr. #NNA1 Notary Public CALIFORNIA San Francisco County My Comm. Exp. Dec 15, 2020

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: Valerie Garcia | Signer's Name: |
| ☐ Corporate Officer — Title(s): | ☐ Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☒ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |

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**THE HANOVER INSURANCE COMPANY**
**MASSACHUSETTS BAY INSURANCE COMPANY**
**CITIZENS INSURANCE COMPANY OF AMERICA**

***POWER OF ATTORNEY***

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Mark M. Munekawa, Nancy L. Hamilton, Nerissa S. Bartolome, Yvonne Roncagliolo, Kelly Holtemann, Joan DeLuca, Stanley D. Loar, Charles R. Shoemaker, Roger C. Dickinson, Thomas E. Hughes, Alicia Dass, Valerie Garcia and/or Patrick R. Diebel**

Of **Woodruff-Sawyer & Co. of San Francisco, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, in any amount**

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RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **8th** day of **August, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.

On this **8th** day of **August, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **1st** day of **December, 2020.**

CERTIFIED

Theodore G. Martinez, Vice President

# City Council Meeting

**Item Number:** 10

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Tina Jauz, Director

**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE PERMIAN BASIN BICYCLE ASSOCIATION REGARDING A CERTAIN 135.285-ACRE TRACT OF LAND OUT OF TRACTS 11 AND 12, SECTION 44, BLOCK 38, TOWNSHIP-1-SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (COMMUNITY SERVICES)

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**Purpose:**

Resolution authorizing the execution of a lease agreement between the City of Midland, Texas, and the Permian Basin Bicycle Association regarding a certain 135.285-acre tract of land out of Tracts 11 and 12, Section 44, Block 38, Township-1-South, T&P RR Co. Survey, Midland County, Texas.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

None.

**Discussion:**

The Permian Basin Bicycle Association (PBBA) proposes to lease 135 acres of city owned property adjacent to the Harris Field Fire Training Center near the junction of I-20 and Highway 307. The leased property would be used to build 7-9 miles of multi-use trail and a disc golf course. The majority of the land is located in the flood plain and the trail would facilitate bicyclists, hikers, and trail runners. Trails would range from Beginner to intermediate in difficulty.
Access to the park will require PBBA membership which is open to the public for $30 per

individual or $35 per family. Members would also have access to the Odessa Mountain Bike park. The PBBA has a similar agreement with the City of Odessa where they developed and operate a park.

The PBBA is working with the West Texas Trail Alliance (WTTA) to raise funds for the project. In 2018, the WTTA raised over $150,000 to build over five miles of multi-use trails in Big Spring. The park will provide a family oriented outdoor venue for the community at no cost to the city.

The PBBA currently has 1320 memberships including 995 family memberships. They hope to have the location open by fall 2021 with construction beginning within 60 days of approval of the lease agreement.

Robert Patrick

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE PERMIAN BASIN BICYCLE ASSOCIATION REGARDING A CERTAIN 135.285-ACRE TRACT OF LAND OUT OF TRACTS 11 AND 12, SECTION 44, BLOCK 38, TOWNSHIP-1-SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS**

**WHEREAS**, the City of Midland is the owner of a certain 135.285-acre tract of land out of Tracts 11 and 12, Section 44, Block 38, Township-1-South, T&P RR Co. Survey, Midland County, Texas (the "*Property*"); and

**WHEREAS**, the City of Midland and the Permian Basin Bicycle Association ("*PBBA*") desire to cause the Property to be developed as a high-quality off-road cycling trail facility with ancillary recreational uses for the benefit of the citizens of Midland, Texas; and

**WHEREAS**, PBBA desires to lease the Property from the City of Midland for the purpose of developing, operating, and maintaining a high-quality off-road cycling trail facility for the benefit of the citizens of Midland, Texas; and

**WHEREAS**, the City Council finds and determines that the lease of the Property to PBBA for the purpose of developing, operating, and maintaining a high-quality off-road cycling trail facility satisfies a public purpose; and

**WHEREAS**, the City Council finds and determines that the lease agreement contains provisions whereby the City of Midland retains sufficient controls to ensure that the public purpose is accomplished; and

**WHEREAS**, the City Council finds and determines that the lease agreement contains provisions that ensure the City of Midland receives a return benefit; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the execution of a lease agreement between the City of Midland and PBBA regarding the Property;

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

**SECTION ONE.** That the above recitals are hereby approved and adopted for all purposes.

**SECTION TWO.** That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a lease agreement between the City of Midland and the Permian Basin Bicycle Association regarding that certain 135.285-acre tract of land out of Tracts 11 and 12, Section 44, Block 38, Township-1-South, T&P RR Co. Survey, Midland County, Texas. Said agreement shall be in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

**SECTION THREE.** That the Interim City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, any and all related agreements, amendments, easements, legal instruments or documents necessary and appropriate to carry out the intent of the lease agreement.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Community Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# LEASE AGREEMENT

THIS LEASE AGREEMENT (the "*Agreement*") is made and effective this 1st day February, 2021 (the "*Effective Date*"), by and between the CITY OF MIDLAND, TEXAS, a home-rule municipal corporation ("*City*"), and the PERMIAN BASIN BICYCLE ASSOCIATION, a Texas non-profit corporation ("*Operator*"). City and Operator are sometimes collectively referred to herein as the "*Parties*" or individually as a "*Party*."

**W I T N E S S E T H:**

WHEREAS, City is the owner of that certain 135.285-acre tract of land out of Tracts 11 and 12, Section 44, Block 38, Township-1-South, T&P RR Co. Survey, Midland County, Texas (the "*Land*"), and being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes; and

WHEREAS, City and Operator desire to cause the Land to be developed as a high-quality off road cycling trail facility, with ancillary recreational uses, including running and disc golf, for the benefit of the citizens of Midland, Texas (the "*Project*"), with related facilities and amenities for the recreational use and enjoyment of the public; and

WHEREAS, City and Operator desire for the Land to be developed, operated and maintained at high standards in order to reflect on the positivity of the City as a whole; and

WHEREAS, City desires to provide for Operator's use of the Land in order to allow Operator to design, develop, manage, maintain and operate the Project for the benefit of the public; and

WHEREAS, Operator desires to use the Land in order to design, develop, manage, maintain and operate the Project; and

WHEREAS, the City Council of the City of Midland, Texas, has determined that the Project satisfies a public purpose by providing recreational facilities for the benefit of the general public of the City of Midland, Texas;

NOW, THEREFORE, for and in consideration of the rights, covenants, agreements, and benefits to the Parties, it is agreed to as follows:

## ARTICLE I
## GRANTING CLAUSE

Subject to Article III hereof, City, in consideration of the covenants and agreements to be performed by Operator and upon the terms and conditions hereinafter stated, does hereby lease to Operator the Land, in its as-is, where-is condition, for the Term (as defined herein).

## ARTICLE II
## TERM

Section 2.1 This Agreement shall commence on the Effective Date and shall expire on the tenth (10th) anniversary of the Effective Date (the "*Initial Term*"), unless terminated earlier as provided herein.

Section 2.2 This Agreement may be renewed at the end of the Initial Term for an additional term of ten (10) years (the "*Renewal Term*"), upon Operator's delivery of written notice to City on or before one hundred twenty (120) days prior to the expiration of the Initial Term, subject to the express written consent of the City Manager. The Initial Term and Renewal Term (if any) are collectively referred to herein as the "*Term*."

Section 2.3 Subject to the provisions contained in this Agreement, either Party in its sole discretion may without penalty terminate this Agreement at will, for any or no reason, upon giving at least three hundred sixty-five (365) days' written notice to the other Party. Neither Party has any expectation nor has received no guarantee that this Agreement will not be terminated before the end of the Term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the Term. Operator's activities on the Land shall be suspended upon the termination of this Agreement becoming effective.

## ARTICLE III
## USE OF LAND

Section 3.1 During the Term, Operator shall have the right to use the Land for the purpose of undertaking its obligations and rights to design, construct, maintain, and operate the Project. Operator shall not: (i) use the Land for any purpose other than that which is consistent with this Agreement; or (ii) directly or indirectly assign or transfer this Agreement or any part of the land or improvements thereon without prior written consent of City. All costs and expenses related to design, construction, maintenance, and operation of the Project shall be paid by Operator.

Section 3.2 Operator's design and construction of the Project shall be subject to the following terms:

A. The initial Project design and specifications shall substantially conform to the standards set forth in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.

B. Operator shall prepare a yearly pro forma budget with respect to the operation of the Project for each year during the Term. Such pro forma budget shall contain Operator's good faith estimates of Project expenses and revenues.

C. Upon developing the pro forma budget, Operator shall notify the City of such pro forma budget.

D. Operator shall adopt a schedule for the completion of the initial design and construction of the Project, which shall include a construction commencement date, and provide a copy of such schedule to City. The construction commencement date shall be no later than sixty (60) days following the Effective Date.

E. Operator's construction and/or installation of all Project improvements, additions, alterations, and fixtures (the "*Improvements*") on the Land shall: (i) be considered part of the Land; (ii) remain on the Land; and (iii) not be removed by Operator without the prior written consent of City. The Improvements shall become the sole property of City upon the termination of this Agreement without compensation to Operator. Operator understands and agrees that the Improvements shall constitute additional consideration for this Agreement.

F. City and its employees and agents shall have the right, during reasonable hours, to confirm that Project construction and Improvements are being completed in accordance with the terms of this Agreement. Operator shall, within thirty (30) days after the completion of the initial design and construction of the Project, provide City with a written statement or report certifying the total initial design and construction costs along with reasonable evidence of such costs.

G. All Project construction, including workmanship and materials, shall be of first-class quality. The term "*first-class quality*" means the same quality as materials used to construct other improvements, additions, alterations, and fixtures common to other high-quality, off road cycling trails. Provided, however, that the Project will not be wheelchair accessible.

H. Operator shall provide written notice to City of any proposed material change to: (i) the initial design of the Project or the standards set forth in **Exhibit B**; and (ii) the Improvements following completion of the Project construction. Operator shall not commence work on any such material change unless said change is approved by the City Manager or City Manager's designee, which shall not be unreasonably withheld, conditioned, or delayed. "Material change" shall not include trail maintenance or changes to trail direction and flow, or trail signage.

Section 3.3 Operator's operation and maintenance of the Project shall be subject to the following terms:

A. Following the completion of the construction of the Project, Operator shall operate, manage, maintain and preserve the Project for the Term.

B. Operator understands that Project will be highly visible to, and visited by, residents and visitors of the greater Midland area. Accordingly, the Improvements shall, at all times, be maintained at high standards of cleanliness, safety and natural beauty. City and Operator stipulate, acknowledge and agree that maintaining the Project in such manner provides a public benefit to the City in encouraging recreational activities within the City of Midland, Texas.

C. Operator shall be required to operate, manage, maintain and preserve the Project and Land in a manner consistent with Section 3.3.B.

D. Operator may establish such reasonable rules and regulations as it may deem necessary or desirable for the Project from time to time, including, but not limited, to rules and regulations relating to activities at the Project (collectively, the "*Project Rules*"). The Project Rules shall comply with all applicable laws, and shall be non-discriminatory to the full extent required by applicable laws. The Project Rules shall be effective as of the completion of the construction of the Project

(and prior thereto, if applicable). Operator shall provide copies of all Project Rules and any modifications, deletions, or additions thereto to City in accordance with the notice provisions contained herein.

E. Operator may establish a non-discriminatory annual fee (the "*Annual User Fee*") for use of the Project occurring after the completion of the construction of the Project; provided, however, that the Annual User Fee shall not exceed thirty ($30.00) per person without advance written approval by the City Manager, which shall be in the City Manager's sole and absolute discretion.

F. The City Manager shall have the right, directly or through duly authorized representatives, during normal business hours and at City's expense, to audit and obtain copies of the books and records of Operator.

G. Operator shall have the right to subcontract and/or delegate all or any part of its rights and obligations under this Agreement, as Operator deems necessary or desirable, for the efficient and cost-effective performance of such rights and obligations.

Section 3.4 The Parties acknowledge and agree that certain portions of the Land are contained within a flood plain (such portions being generally depicted on **Exhibit A**), and that the future construction of drainage improvements on the Land is necessary for the development of the surrounding properties and the City of Midland. Accordingly, City reserves the right to: (i) enter the Land and construct any drainage improvements deemed necessary in its sole discretion; and (ii) require Operator to relocate, at its sole expense, Improvements if such is deemed necessary for the construction of said drainage improvements.

If Operator fails to relocate such Improvements within thirty (30) days after written notice is provided by City, or if Operator elects to appoint City to do so in its place, City may relocate such Improvements at Operator's expense. The Parties may agree to provide Operator additional time (as may be reasonably necessary) to relocate Improvements pursuant to this Section; such shall be evidenced in writing, executed by appropriate representatives of the Parties, and made a part of this Agreement by reference.

Section 3.5 City shall provide written notice to Operator at least forty-eight (48) hours prior to City's entry to the Land for the purpose of commencing construction activities contemplated in Section 3.4; provided, however, that City may immediately enter

the Land to address emergency situations or construction activities without prior notice to Operator.

## ARTICLE IV.
## INSURANCE

Section 4.1 Operator shall provide funding, insurance and other measures to support and to fund its obligations set forth herein. It shall also provide any insurance required by law. City may require a report that shows such funding, insurance and resources. City may require Operator to purchase insurance in a form and in an amount considered by the City to be reasonable and necessary. During the Term, Operator shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Comprehensive General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000 per person |
| | $1,000,000 per occurrence |
| -Property Damage: | $100,000 per occurrence |

Section 4.2 All insurance required pursuant to this Agreement shall name City as an additional insured. All insurance required pursuant to this Agreement shall provide for a waiver of subrogation as to City.

Section 4.3 All insurance coverage, including City's status as an additional insured, as appropriate, as well as a waiver of subrogation in favor of City, shall be evidenced by one or more certificate(s) of insurance provided to City upon signing of this Agreement. City shall be provided the notice by Operator's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. City shall not be required to provide any insurance whatsoever pursuant to this Agreement.

Section 4.4 Operator shall contractually require all contractors and 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 minimum amounts specified in this Article. All contractors and 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.

## ARTICLE V
## INDEMNITY

**OPERATOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ALL OF CITY'S COUNCIL MEMBERS, OFFICERS, AGENTS AND EMPLOYEES FROM ANY SUIT, ACTION, CLAIM, DAMAGES, PERSONAL INJURY, LOSS, PROPERTY DAMAGE OR EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF OPERATOR, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR ANY SUBCONTRACTOR, ARISING OUT OF OR RESULTING FROM OPERATOR'S USE OF, OR ACTIVITIES ON, THE LAND. OPERATOR SHALL BE REQUIRED TO PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS COUNCIL MEMBERS, OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES**.

## ARTICLE VI
## NOTICE OF DEFAULT; REMEDY

Section 6.1 For purposes of this Agreement, the term "*default*" may include, but is not limited to, the following:

A. Breach, violation or failure to perform, observe or keep any covenant, term or condition of this Agreement, and such default continues for a period of thirty (30) days after written notice thereof is given by City to Operator.

B. Bankruptcy of Operator through voluntary or involuntary proceedings or an assignment made for the benefit of its creditors.

Section 6.2 If Operator defaults in the performance of this Agreement, City shall notify Operator in writing upon becoming aware of said default. Such notice shall specify the nature of the default and what action, if any, City requires or proposes with respect to curing the default. If a default occurs and continues to occur after a period of forty-five (45) days following the defaulting Operator's receipt of the written notice prescribed in this Section, City may:

A. Reenter the Land and remove Operator, its employees and agents there from; and

B. Terminate this Agreement without the necessity of further notice to or demand upon Operator.

Operator acknowledges and agrees that any claim for damages by Operator for or by reason of the above-referenced reentry is hereby expressly waived by Operator.

Section 6.3 Notwithstanding the foregoing, City shall not terminate this Agreement for as long as Operator proceeds in good faith and uses all efforts to remedy the default. Operator shall commence said efforts within the forty-five (45) days following the written notice prescribed in this Section and diligently pursue said efforts until the default is fully abated, as determined in the sole discretion of City.

This Section shall not be construed as limiting City's right to terminate this Agreement pursuant to Section 2.3.

## ARTICLE VII
## GENERAL PROVISIONS

Section 7.1 **Force Majeure**. In the event that either Party is prevented from completing performance of its obligations hereunder by force majeure or other occurrence beyond the control of either Party, and that by the exercise of due diligence said Party is unable, wholly or in part, to prevent or overcome said force majeure or occurrence, then such Party shall be excused from performance until such matter is resolved to the reasonable extent that performance may resume.

Section 7.2 **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit or any other action arising from or connected in any way to this Agreement or its performance shall be in Midland County, Texas.

Section 7.3 **Release**. **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S COUNCIL MEMBERS, EMPLOYEES, AGENTS AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT OPERATOR 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.**

Section 7.4 **No Third-Party Beneficiary**. City's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

Section 7.5 **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.

Section 7.6 **Independent Contractor**. It is expressly understood and agreed that Operator shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Operator 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 Operator, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Operator. No person performing any of the work and services described hereunder by Operator 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. Operator 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. Operator shall assume exclusive responsibility for the work.

Section 7.7 **Waiver of Attorney's Fees. BY EXECUTING THIS AGREEMENT, OPERATOR AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. OPERATOR EXPRESSLY AGREES THAT IF OPERATOR BRINGS OR COMMENCES ANY SUIT, 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), OPERATOR AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OPERATOR MIGHT OTHERWISE BE ENTITLED.**

Section 7.8 **Notice**. All notices and communications required or permitted under this Agreement, including address changes, shall be in writing and any communication or delivery hereunder shall be deemed to have been duly made if actually delivered, transmitted by facsimile, or if mailed by registered or certified mail, postage prepaid, addressed as follows:

*If to City*:

City Manager
Midland City Hall
P.O. Box 1152
Midland, Texas 79702

*If to Operator*:

Permian Basin Bicycle Association
Attn: Stephen T. Mitchell
4712 N. Midkiff
Midland, Texas 79705

Section 7.9 **Entire Agreement**. This Agreement embodies the entire agreement between City and Operator, and supersedes all prior agreements and understandings, whether written or oral.

Section 7.10 **Public Ownership; Recreational Purpose**. The Parties acknowledge and agree that the Land constitutes property that is publicly owned and shall be operated by Operator for a public recreational purpose in accordance with Chapter 75 of the Texas Civil Practices and Remedies Code, as amended.

Section 7.11 **Applicable Law; Compliance; Signage**. Operator shall comply with all codes, ordinances, rules, statutes and regulations applicable in the jurisdiction where the Project is located, including, but not limited to, all health, safety, building and zoning codes, rules and regulations. Prior to the posting of any signage at facility entrances, Operator shall submit such signage to the City Manager or the City Manager's designee for approval, which shall not be unreasonably conditioned, withheld or delayed.

Section 7.12 **Environmental Laws**. Subject to Section 7.13, City shall be solely responsible for environmental clean-up responsibilities and costs associated with the Land and shall indemnify and hold Operator harmless from any liability associated with or arising from contaminants or other hazardous materials or conditions in, on or under the Land, whether now existing or arising after the date of this Agreement.

Section 7.13 **No Liability**. City shall not in any way be liable for any cost, liability, damage, or injury, including costs of suit and/or attorney fees, recovered by any person or entity, occurring on or about the Land, as a result of any operation, works, acts, or omissions performed on or about the Land, or off the Land if related to Operator's operations or actions, its subtenants, guests, or invitees, whether business or otherwise.

Section 7.14 **Taxes**. Operator shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes, including, but not limited to, sales, use, amusement, and excise tax required to be collected and paid over by Operator to the appropriate taxing authority. Furthermore, Operator shall be responsible for the payment of any applicable ad valorem tax and any tax on Operator's personal property located on the Land. Operator shall not permit the foreclosure of any tax lien on Operator's leasehold interest in the Land or the Improvements. City shall have the right to pay such taxes due after Operator's refusal to pay such taxes, and, upon demand, Operator shall reimburse City for the amount of taxes paid plus any penalties, interests, and attorney fees incurred, subject to Operator's right to challenge the validity of such taxes in whole or in part. In the event that Operator is successful in any challenge regarding the payment of any tax, City shall be subrogated to any recovery obtained by Operator to the extent of the amount of taxes, interests, penalties, and attorney fees previously paid by City and not already reimbursed by Operator.

Section 7.15 **Encumbrances and Liens**. Operator shall not encumber or attempt to encumber its leasehold interest in the Land by deed of trust, mortgage, security agreement or other security interest. Operator shall not act or permit any act that results in the filing of a lien against the Land where such lien is not released or removed through bond or otherwise within thirty (30) days following Operator's receipt of City's written notice of such lien.

*[Signature Pages Follow]*

EXECUTED this _____ day of _____, 2021.

CITY:
CITY OF MIDLAND, TEXAS

By_____
Robert Patrick, Interim City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

OPERATOR:
PERMIAN BASIN BICYCLE ASSOCIATION

_____
Shauna Saxton, PBBA President

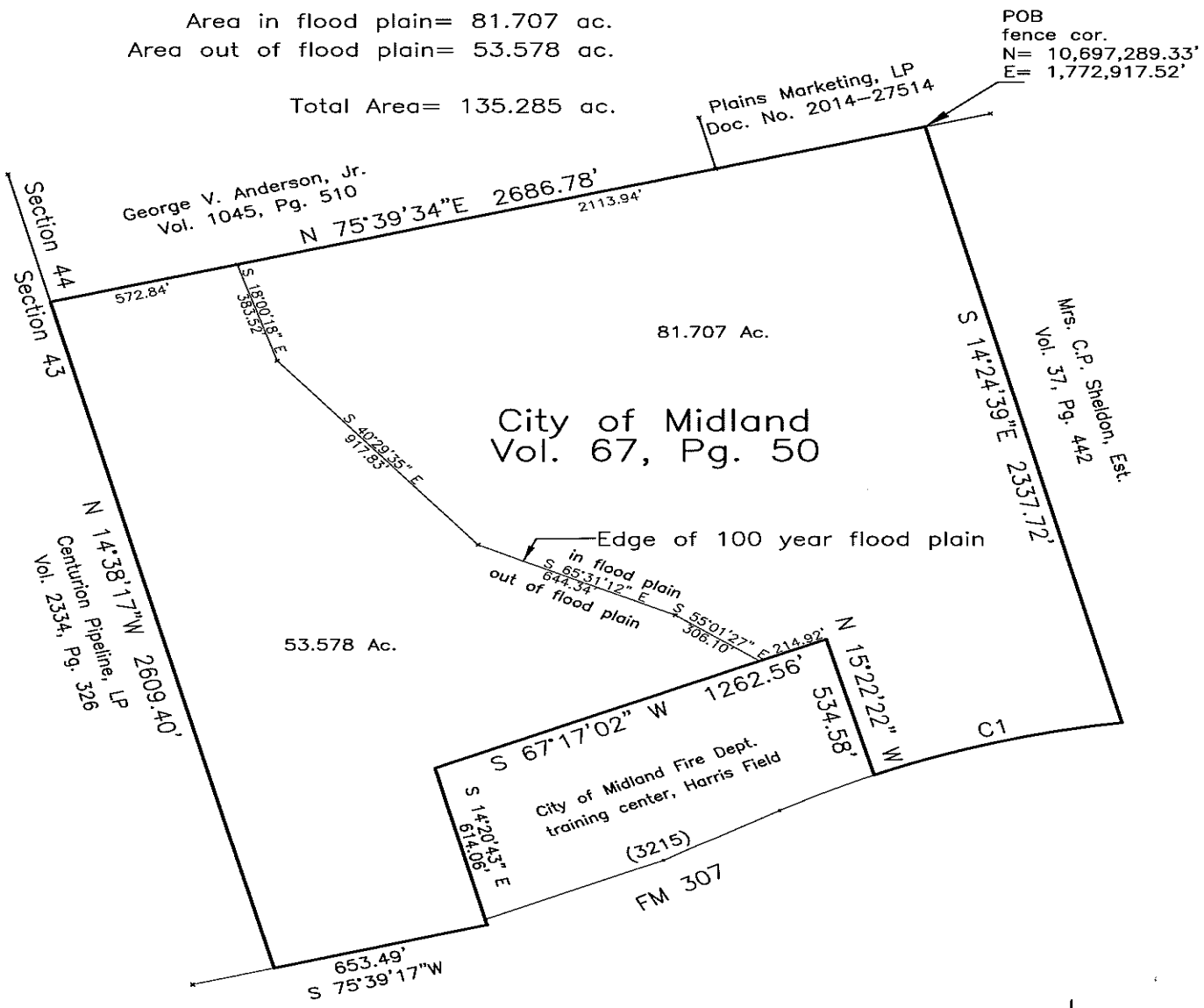
THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **SHAUNA SAXTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Permian Basin Bicycle Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

# Exhibit showing a 135.285 acre tract for a Lease Agreement located in Section 44, Block 38, T–1–S, T. & P. RR. Co. Survey, Midland County, Texas.




| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 766.17' | 2924.79' | 15°00'32" | S 75°02'59" W | 763.98' |

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 is was prepared.

Bearings, distances and coordinates based on the Texas State Coordinate System, Central Zone, NAD 83

500 0 500 1000 1500

GRAPHIC SCALE – FEET

**(Field Notes to accompany this exhibit)**



Exhibit A

Field Notes
For a 135.285 acre Lease Agreement Tract

For a 135.285 acre tract located in Section 44, Block 38, T-1-S, T & P R.R. Co. Survey, Midland County, Texas and being a portion of the land conveyed to the City of Midland, Texas by deed as recorded in Vol. 67, Pg. 50 of the Midland County Deed Records and being more fully described as follows;

Beginning at a found fence corner for the northeast corner of the said City of Midland land described in said Vol. 67, Pg. 50 and having a coordinate of N= 10,697,289.33 ft., E= 1,772,917.52 ft.,

Thence S 14° 24' 39" E along the east line of said Vol. 67, Pg. 50 a distance of 2337.72 ft. to a point in the north right-of-way line of FM Road No.307 in a curve to the left,

Thence along said right-of-way line and curve to the left having a radius of 2924.79 ft., an arc length of 766.17 ft. with a chord bearing of S 75° 02' 59" W and a chord distance of 763.98 ft. to a point in same,

Thence N 15° 22' 22" W along the east line of the Midland Fire Dept. Training Center a distance of 534.58 ft. to a fence corner,

Thence S 67° 17' 02" W along the north line of said Training Center, passing the northwest corner of said Center and continuing for a total distance of 1262.56 ft. to point,

Thence S 14° 20' 43" E along the most easterly west line of the herein described tract a distance of 614.06 ft. to a point in the north right-of-way line of said FM Road No. 307,

Thence S 75° 39' 17" W along said north right-of-way line a distance of 653.49 ft. to a found fence corner at or near the west line of said Section 44,

Thence N 14° 38' 17" W along the west line of said Vol. 67, Pg. 50 a distance of 2609.40 ft. to a found fence corner at or near the west line of said Section 44,

Thence N 75° 39' 34" E along the north line of said Vol. 67, Pg. 50, also being the north line of the herein described tract a distance of 2686.78 ft. to the place of beginning and containing 135.285 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.
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 is was prepared.




12-17-20

Richard A. Shelton, RPLS
City of Midland, Texas
432-685-7372

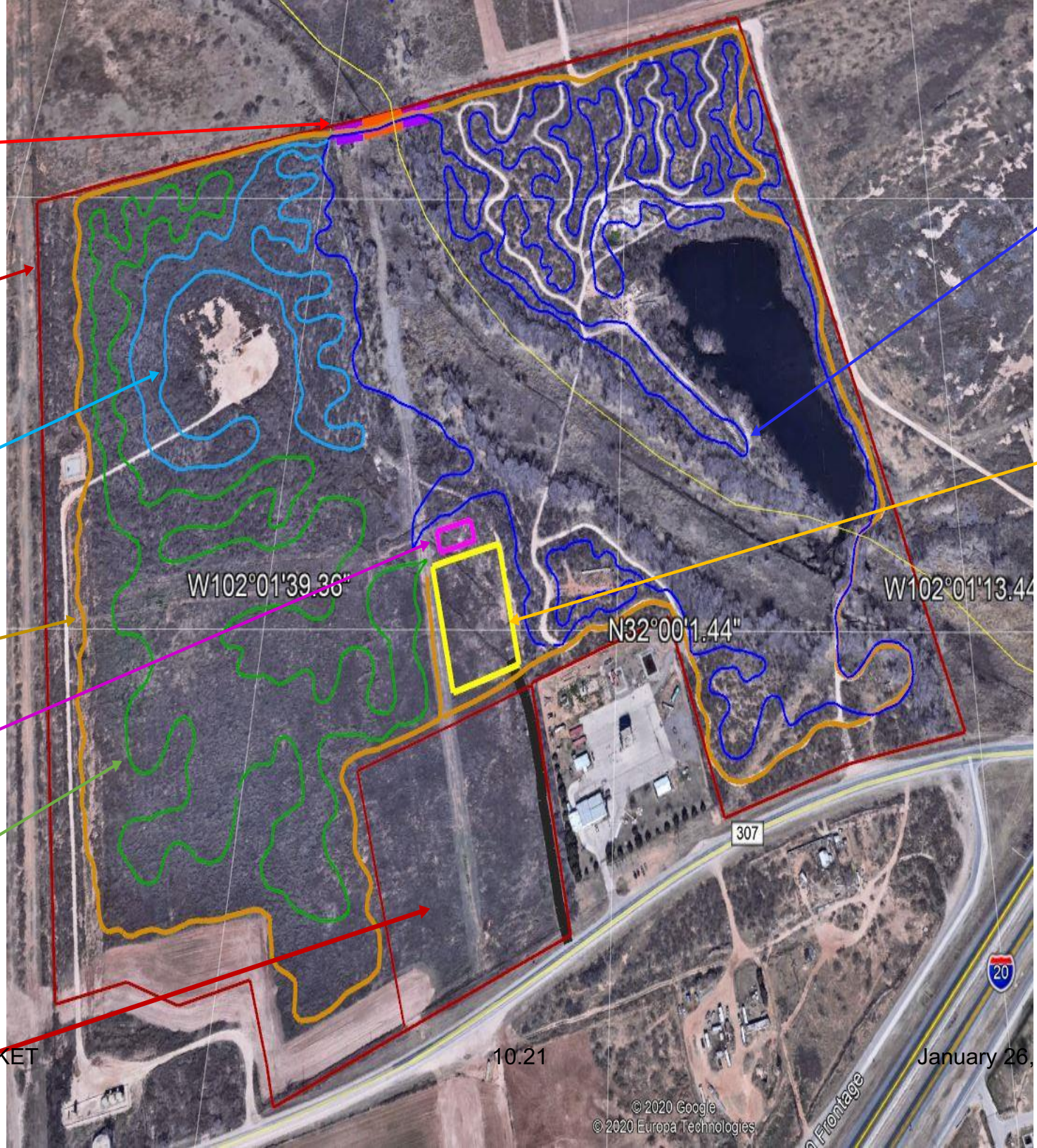

BRIDGE
TRAIL PARK BOUNDARY APPROX 136 ACRES
EXTENDED LOOP INTERMEDIATE 1.2 MILES
GRAVEL BIKE TRAIL 2.2 MILES
PAVILION
BEGINNER / WARM UP TRAIL 2.3 MILES
AREA RESERVED FOR EXPANSION OF FIRE TRAINING FACILITY
MAIN TRAIL INTERMEDIATE 4.5 MILES
PARKING AREA AND ENTRANCE
W102°01'39.36"
W102°01'13.44
N32°00'1.44"
307
20
© 2020 Google
© 2020 Europa Technologies



EXHIBIT B

## EXHIBIT B – MIDLAND TRAILS PROJECT

PROJECT AND MAP EXPLANATION

1. **PARKING AREA** – The parking area will initially have a one-acre footprint. The surface will be scraped with a skid steer. Then either caliche or asphalt grindings will be applied to the surface. The entrance will be through the existing gate off highway 307. The entrance as shown on the map is approximately 300 feet west of the entrance to Harris Field fire training center.

2. **PAVILION** – A pavilion will be constructed upon completion of the trail system if / when funds are available. Several heavy-duty picnic tables will be secured under the pavilion. Also, a Bike stand with attached bike tools and a heavy-duty tire pump will be installed.

3. **TRAILS** – The map provides an illustration of how the trails will be guided through the leased area. The map also provides an image revealing the approximate trail density. There will be numerous twists and turns to give the trail character. Earthen berms will be constructed on many of the tighter and faster turns. The trail will first be walked and flagged by the trail builder in concert with representatives from the West Texas Trail Alliance and the Permian Basin Bicycle Association. The trail will then be cleared using a mini-excavator, skid steer, chain saws, and a grater pulled behind an ATV. Then the trail will be further groomed and cleaned by hand using shovels, hoes, rakes, and loppers. Although the map represents a probable trail pattern, we will be making many adjustments to best incorporate the natural terrain. To accommodate the Disc Golf course, adjustments will be made to create locations for fairways and to attempt coordinating trail flow with the throwing direction of the disc golfers. Although not effectively shown on the trail map, we will build trails under the tree canopy within the 100-year flood plain. This area will be very prone to flood damage so the trail will be kept simple with few man-made features. The combined total trail length proposed is approximately 10 miles (see map for detailed trail lengths)

4. **BRIDGE** – Upon completion of the trail system, we plan to initially build one bridge on the north end of the leased property spanning across the 100-year flood plain. If our budget permits, we may build the bridge at the time we are building the trail system. The bridge will be built wide enough to accommodate two-way traffic. Most of the bridge will be constructed with packed dirt with buried culverts. The middle section of bridge that spans the deepest portion of Scharbauer draw will be constructed of steel/ treated lumber/ aluminum. Exact dimensions and specifications are to be determined and will be submitted to the city of Midland for approval prior to construction. The Bridge is not essential however when the park floods, a large portion of the park may not be accessible for long periods of time due to standing water and long-term muddy conditions. The bridge will allow us to open the park significantly faster following a large rain or flood event.

5. **PORT – O – POTTY** – Will be set in the parking area and will be leased with a minimum bi-monthly service schedule.

6. **SIGNAGE** – A well designed and highly visible sign will be erected adjacent to the trailhead stating the rules and regulations for entering the area. Cyclists will be required to wear helmets. Flood Warning signs will be posted in numerous appropriate locations. Additional warning signs will be posted near any areas that require trail users to be alert.

# LEASE AGREEMENT

THIS LEASE AGREEMENT (the "*Agreement*") is made and effective this 1st day February, 2021 (the "*Effective Date*"), by and between the CITY OF MIDLAND, TEXAS, a home-rule municipal corporation ("*City*"), and the PERMIAN BASIN BICYCLE ASSOCIATION, a Texas non-profit corporation ("*Operator*"). City and Operator are sometimes collectively referred to herein as the "*Parties*" or individually as a "*Party*."

**W I T N E S S E T H:**

WHEREAS, City is the owner of that certain 135.285-acre tract of land out of Tracts 11 and 12, Section 44, Block 38, Township-1-South, T&P RR Co. Survey, Midland County, Texas (the "*Land*"), and being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes; and

WHEREAS, City and Operator desire to cause the Land to be developed as a high-quality off road cycling trail facility, with ancillary recreational uses, including running and disc golf, for the benefit of the citizens of Midland, Texas (the "*Project*"), with related facilities and amenities for the recreational use and enjoyment of the public; and

WHEREAS, City and Operator desire for the Land to be developed, operated and maintained at high standards in order to reflect on the positivity of the City as a whole; and

WHEREAS, City desires to provide for Operator's use of the Land in order to allow Operator to design, develop, manage, maintain and operate the Project for the benefit of the public; and

WHEREAS, Operator desires to use the Land in order to design, develop, manage, maintain and operate the Project; and

WHEREAS, the City Council of the City of Midland, Texas, has determined that the Project satisfies a public purpose by providing recreational facilities for the benefit of the general public of the City of Midland, Texas;

NOW, THEREFORE, for and in consideration of the rights, covenants, agreements, and benefits to the Parties, it is agreed to as follows:

## ARTICLE I
## GRANTING CLAUSE

Subject to Article III hereof, City, in consideration of the covenants and agreements to be performed by Operator and upon the terms and conditions hereinafter stated, does hereby lease to Operator the Land, in its as-is, where-is condition, for the Term (as defined herein).

## ARTICLE II
## TERM

Section 2.1 This Agreement shall commence on the Effective Date and shall expire on the tenth (10th) anniversary of the Effective Date (the "*Initial Term*"), unless terminated earlier as provided herein.

Section 2.2 This Agreement may be renewed at the end of the Initial Term for an additional term of ten (10) years (the "*Renewal Term*"), upon Operator's delivery of written notice to City on or before one hundred twenty (120) days prior to the expiration of the Initial Term, subject to the express written consent of the City Manager. The Initial Term and Renewal Term (if any) are collectively referred to herein as the "*Term*."

Section 2.3 Subject to the provisions contained in this Agreement, either Party in its sole discretion may without penalty terminate this Agreement at will, for any or no reason, upon giving at least three hundred sixty-five (365) days' written notice to the other Party. Neither Party has any expectation nor has received no guarantee that this Agreement will not be terminated before the end of the Term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the Term. Operator's activities on the Land shall be suspended upon the termination of this Agreement becoming effective.

## ARTICLE III
## USE OF LAND

Section 3.1 During the Term, Operator shall have the right to use the Land for the purpose of undertaking its obligations and rights to design, construct, maintain, and operate the Project. Operator shall not: (i) use the Land for any purpose other than that which is consistent with this Agreement; or (ii) directly or indirectly assign or transfer this Agreement or any part of the land or improvements thereon without prior written consent of City. All costs and expenses related to design, construction, maintenance, and operation of the Project shall be paid by Operator.

Section 3.2 Operator's design and construction of the Project shall be subject to the following terms:

A. The initial Project design and specifications shall substantially conform to the standards set forth in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.

B. Operator shall prepare a yearly pro forma budget with respect to the operation of the Project for each year during the Term. Such pro forma budget shall contain Operator's good faith estimates of Project expenses and revenues.

C. Upon developing the pro forma budget, Operator shall notify the City of such pro forma budget.

D. Operator shall adopt a schedule for the completion of the initial design and construction of the Project, which shall include a construction commencement date, and provide a copy of such schedule to City. The construction commencement date shall be no later than sixty (60) days following the Effective Date.

E. Operator's construction and/or installation of all Project improvements, additions, alterations, and fixtures (the "*Improvements*") on the Land shall: (i) be considered part of the Land; (ii) remain on the Land; and (iii) not be removed by Operator without the prior written consent of City. The Improvements shall become the sole property of City upon the termination of this Agreement without compensation to Operator. Operator understands and agrees that the Improvements shall constitute additional consideration for this Agreement.

F. City and its employees and agents shall have the right, during reasonable hours, to confirm that Project construction and Improvements are being completed in accordance with the terms of this Agreement. Operator shall, within thirty (30) days after the completion of the initial design and construction of the Project, provide City with a written statement or report certifying the total initial design and construction costs along with reasonable evidence of such costs.

G. All Project construction, including workmanship and materials, shall be of first-class quality. The term "*first-class quality*" means the same quality as materials used to construct other improvements, additions, alterations, and fixtures common to other high-quality, off road cycling trails. Provided, however, that the Project will not be wheelchair accessible.

H. Operator shall provide written notice to City of any proposed material change to: (i) the initial design of the Project or the standards set forth in **Exhibit B**; and (ii) the Improvements following completion of the Project construction. Operator shall not commence work on any such material change unless said change is approved by the City Manager or City Manager's designee, which shall not be unreasonably withheld, conditioned, or delayed. "Material change" shall not include trail maintenance or changes to trail direction and flow, or trail signage.

Section 3.3 Operator's operation and maintenance of the Project shall be subject to the following terms:

A. Following the completion of the construction of the Project, Operator shall operate, manage, maintain and preserve the Project for the Term.

B. Operator understands that Project will be highly visible to, and visited by, residents and visitors of the greater Midland area. Accordingly, the Improvements shall, at all times, be maintained at high standards of cleanliness, safety and natural beauty. City and Operator stipulate, acknowledge and agree that maintaining the Project in such manner provides a public benefit to the City in encouraging recreational activities within the City of Midland, Texas.

C. Operator shall be required to operate, manage, maintain and preserve the Project and Land in a manner consistent with Section 3.3.B.

D. Operator may establish such reasonable rules and regulations as it may deem necessary or desirable for the Project from time to time, including, but not limited, to rules and regulations relating to activities at the Project (collectively, the "*Project Rules*"). The Project Rules shall comply with all applicable laws, and shall be non-discriminatory to the full extent required by applicable laws. The Project Rules shall be effective as of the completion of the construction of the Project

(and prior thereto, if applicable). Operator shall provide copies of all Project Rules and any modifications, deletions, or additions thereto to City in accordance with the notice provisions contained herein.

E. Operator may establish a non-discriminatory annual fee (the "*Annual User Fee*") for use of the Project occurring after the completion of the construction of the Project; provided, however, that the Annual User Fee shall not exceed thirty ($30.00) per person without advance written approval by the City Manager, which shall be in the City Manager's sole and absolute discretion.

F. The City Manager shall have the right, directly or through duly authorized representatives, during normal business hours and at City's expense, to audit and obtain copies of the books and records of Operator.

G. Operator shall have the right to subcontract and/or delegate all or any part of its rights and obligations under this Agreement, as Operator deems necessary or desirable, for the efficient and cost-effective performance of such rights and obligations.

Section 3.4 The Parties acknowledge and agree that certain portions of the Land are contained within a flood plain (such portions being generally depicted on **Exhibit A**), and that the future construction of drainage improvements on the Land is necessary for the development of the surrounding properties and the City of Midland. Accordingly, City reserves the right to: (i) enter the Land and construct any drainage improvements deemed necessary in its sole discretion; and (ii) require Operator to relocate, at its sole expense, Improvements if such is deemed necessary for the construction of said drainage improvements.

If Operator fails to relocate such Improvements within thirty (30) days after written notice is provided by City, or if Operator elects to appoint City to do so in its place, City may relocate such Improvements at Operator's expense. The Parties may agree to provide Operator additional time (as may be reasonably necessary) to relocate Improvements pursuant to this Section; such shall be evidenced in writing, executed by appropriate representatives of the Parties, and made a part of this Agreement by reference.

Section 3.5 City shall provide written notice to Operator at least forty-eight (48) hours prior to City's entry to the Land for the purpose of commencing construction activities contemplated in Section 3.4; provided, however, that City may immediately enter

the Land to address emergency situations or construction activities without prior notice to Operator.

## ARTICLE IV.
## INSURANCE

Section 4.1 Operator shall provide funding, insurance and other measures to support and to fund its obligations set forth herein. It shall also provide any insurance required by law. City may require a report that shows such funding, insurance and resources. City may require Operator to purchase insurance in a form and in an amount considered by the City to be reasonable and necessary. During the Term, Operator shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Comprehensive General Liability (including Contractual liability):

| | |
|---|---|
| -Personal Injury: | $1,000,000 per person |
| | $1,000,000 per occurrence |
| -Property Damage: | $100,000 per occurrence |

Section 4.2 All insurance required pursuant to this Agreement shall name City as an additional insured. All insurance required pursuant to this Agreement shall provide for a waiver of subrogation as to City.

Section 4.3 All insurance coverage, including City's status as an additional insured, as appropriate, as well as a waiver of subrogation in favor of City, shall be evidenced by one or more certificate(s) of insurance provided to City upon signing of this Agreement. City shall be provided the notice by Operator's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. City shall not be required to provide any insurance whatsoever pursuant to this Agreement.

Section 4.4 Operator shall contractually require all contractors and 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 minimum amounts specified in this Article. All contractors and 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.

## ARTICLE V
## INDEMNITY

**OPERATOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ALL OF CITY'S COUNCIL MEMBERS, OFFICERS, AGENTS AND EMPLOYEES FROM ANY SUIT, ACTION, CLAIM, DAMAGES, PERSONAL INJURY, LOSS, PROPERTY DAMAGE OR EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF OPERATOR, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR ANY SUBCONTRACTOR, ARISING OUT OF OR RESULTING FROM OPERATOR'S USE OF, OR ACTIVITIES ON, THE LAND. OPERATOR SHALL BE REQUIRED TO PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS COUNCIL MEMBERS, OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES**.

## ARTICLE VI
## NOTICE OF DEFAULT; REMEDY

Section 6.1 For purposes of this Agreement, the term "*default*" may include, but is not limited to, the following:

A. Breach, violation or failure to perform, observe or keep any covenant, term or condition of this Agreement, and such default continues for a period of thirty (30) days after written notice thereof is given by City to Operator.

B. Bankruptcy of Operator through voluntary or involuntary proceedings or an assignment made for the benefit of its creditors.

Section 6.2 If Operator defaults in the performance of this Agreement, City shall notify Operator in writing upon becoming aware of said default. Such notice shall specify the nature of the default and what action, if any, City requires or proposes with respect to curing the default. If a default occurs and continues to occur after a period of forty-five (45) days following the defaulting Operator's receipt of the written notice prescribed in this Section, City may:

A. Reenter the Land and remove Operator, its employees and agents there from; and

B. Terminate this Agreement without the necessity of further notice to or demand upon Operator.

Operator acknowledges and agrees that any claim for damages by Operator for or by reason of the above-referenced reentry is hereby expressly waived by Operator.

Section 6.3 Notwithstanding the foregoing, City shall not terminate this Agreement for as long as Operator proceeds in good faith and uses all efforts to remedy the default. Operator shall commence said efforts within the forty-five (45) days following the written notice prescribed in this Section and diligently pursue said efforts until the default is fully abated, as determined in the sole discretion of City.

This Section shall not be construed as limiting City's right to terminate this Agreement pursuant to Section 2.3.

## ARTICLE VII
## GENERAL PROVISIONS

Section 7.1 **Force Majeure**. In the event that either Party is prevented from completing performance of its obligations hereunder by force majeure or other occurrence beyond the control of either Party, and that by the exercise of due diligence said Party is unable, wholly or in part, to prevent or overcome said force majeure or occurrence, then such Party shall be excused from performance until such matter is resolved to the reasonable extent that performance may resume.

Section 7.2 **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit or any other action arising from or connected in any way to this Agreement or its performance shall be in Midland County, Texas.

Section 7.3 **Release**. **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S COUNCIL MEMBERS, EMPLOYEES, AGENTS AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT OPERATOR 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.**

Section 7.4 **No Third-Party Beneficiary**. City's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

Section 7.5 **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.

Section 7.6 **Independent Contractor**. It is expressly understood and agreed that Operator shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Operator 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 Operator, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Operator. No person performing any of the work and services described hereunder by Operator 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. Operator 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. Operator shall assume exclusive responsibility for the work.

Section 7.7 **Waiver of Attorney's Fees. BY EXECUTING THIS AGREEMENT, OPERATOR AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. OPERATOR EXPRESSLY AGREES THAT IF OPERATOR BRINGS OR COMMENCES ANY SUIT, 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), OPERATOR AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OPERATOR MIGHT OTHERWISE BE ENTITLED.**

Section 7.8 **Notice**. All notices and communications required or permitted under this Agreement, including address changes, shall be in writing and any communication or delivery hereunder shall be deemed to have been duly made if actually delivered, transmitted by facsimile, or if mailed by registered or certified mail, postage prepaid, addressed as follows:

*If to City*:

City Manager
Midland City Hall
P.O. Box 1152
Midland, Texas 79702

*If to Operator*:

Permian Basin Bicycle Association
Attn: Stephen T. Mitchell
4712 N. Midkiff
Midland, Texas 79705

Section 7.9 **Entire Agreement**. This Agreement embodies the entire agreement between City and Operator, and supersedes all prior agreements and understandings, whether written or oral.

Section 7.10 **Public Ownership; Recreational Purpose**. The Parties acknowledge and agree that the Land constitutes property that is publicly owned and shall be operated by Operator for a public recreational purpose in accordance with Chapter 75 of the Texas Civil Practices and Remedies Code, as amended.

Section 7.11 **Applicable Law; Compliance; Signage**. Operator shall comply with all codes, ordinances, rules, statutes and regulations applicable in the jurisdiction where the Project is located, including, but not limited to, all health, safety, building and zoning codes, rules and regulations. Prior to the posting of any signage at facility entrances, Operator shall submit such signage to the City Manager or the City Manager's designee for approval, which shall not be unreasonably conditioned, withheld or delayed.

Section 7.12 **Environmental Laws**. Subject to Section 7.13, City shall be solely responsible for environmental clean-up responsibilities and costs associated with the Land and shall indemnify and hold Operator harmless from any liability associated with or arising from contaminants or other hazardous materials or conditions in, on or under the Land, whether now existing or arising after the date of this Agreement.

Section 7.13 **No Liability**. City shall not in any way be liable for any cost, liability, damage, or injury, including costs of suit and/or attorney fees, recovered by any person or entity, occurring on or about the Land, as a result of any operation, works, acts, or omissions performed on or about the Land, or off the Land if related to Operator's operations or actions, its subtenants, guests, or invitees, whether business or otherwise.

Section 7.14 **Taxes**. Operator shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes, including, but not limited to, sales, use, amusement, and excise tax required to be collected and paid over by Operator to the appropriate taxing authority. Furthermore, Operator shall be responsible for the payment of any applicable ad valorem tax and any tax on Operator's personal property located on the Land. Operator shall not permit the foreclosure of any tax lien on Operator's leasehold interest in the Land or the Improvements. City shall have the right to pay such taxes due after Operator's refusal to pay such taxes, and, upon demand, Operator shall reimburse City for the amount of taxes paid plus any penalties, interests, and attorney fees incurred, subject to Operator's right to challenge the validity of such taxes in whole or in part. In the event that Operator is successful in any challenge regarding the payment of any tax, City shall be subrogated to any recovery obtained by Operator to the extent of the amount of taxes, interests, penalties, and attorney fees previously paid by City and not already reimbursed by Operator.

Section 7.15 **Encumbrances and Liens**. Operator shall not encumber or attempt to encumber its leasehold interest in the Land by deed of trust, mortgage, security agreement or other security interest. Operator shall not act or permit any act that results in the filing of a lien against the Land where such lien is not released or removed through bond or otherwise within thirty (30) days following Operator's receipt of City's written notice of such lien.

*[Signature Pages Follow]*

EXECUTED this _____ day of _____, 2021.

CITY:
CITY OF MIDLAND, TEXAS

By_____
Robert Patrick, Interim City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

OPERATOR:
PERMIAN BASIN BICYCLE ASSOCIATION

_____
Shauna Saxton, PBBA President

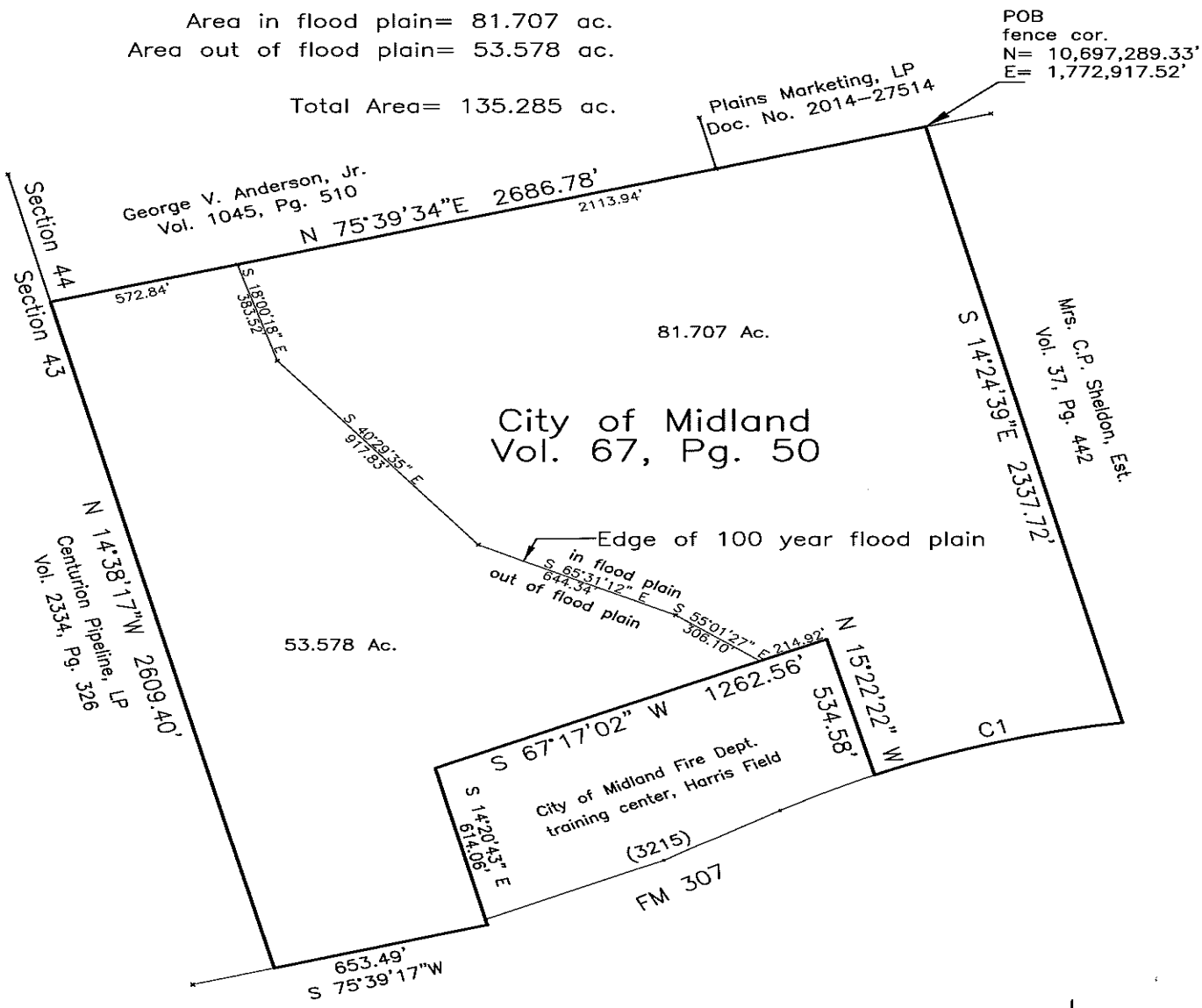
THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **SHAUNA SAXTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Permian Basin Bicycle Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

# Exhibit showing a 135.285 acre tract for a Lease Agreement located in Section 44, Block 38, T–1–S, T. & P. RR. Co. Survey, Midland County, Texas.




| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 766.17' | 2924.79' | 15°00'32" | S 75°02'59" W | 763.98' |

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 is was prepared.

Bearings, distances and coordinates based on the Texas State Coordinate System, Central Zone, NAD 83

500 0 500 1000 1500

GRAPHIC SCALE – FEET

**(Field Notes to accompany this exhibit)**



Exhibit A

Field Notes
For a 135.285 acre Lease Agreement Tract

For a 135.285 acre tract located in Section 44, Block 38, T-1-S, T & P R.R. Co. Survey, Midland County, Texas and being a portion of the land conveyed to the City of Midland, Texas by deed as recorded in Vol. 67, Pg. 50 of the Midland County Deed Records and being more fully described as follows;

Beginning at a found fence corner for the northeast corner of the said City of Midland land described in said Vol. 67, Pg. 50 and having a coordinate of N= 10,697,289.33 ft., E= 1,772,917.52 ft.,

Thence S 14° 24' 39" E along the east line of said Vol. 67, Pg. 50 a distance of 2337.72 ft. to a point in the north right-of-way line of FM Road No.307 in a curve to the left,

Thence along said right-of-way line and curve to the left having a radius of 2924.79 ft., an arc length of 766.17 ft. with a chord bearing of S 75° 02' 59" W and a chord distance of 763.98 ft. to a point in same,

Thence N 15° 22' 22" W along the east line of the Midland Fire Dept. Training Center a distance of 534.58 ft. to a fence corner,

Thence S 67° 17' 02" W along the north line of said Training Center, passing the northwest corner of said Center and continuing for a total distance of 1262.56 ft. to point,

Thence S 14° 20' 43" E along the most easterly west line of the herein described tract a distance of 614.06 ft. to a point in the north right-of-way line of said FM Road No. 307,

Thence S 75° 39' 17" W along said north right-of-way line a distance of 653.49 ft. to a found fence corner at or near the west line of said Section 44,

Thence N 14° 38' 17" W along the west line of said Vol. 67, Pg. 50 a distance of 2609.40 ft. to a found fence corner at or near the west line of said Section 44,

Thence N 75° 39' 34" E along the north line of said Vol. 67, Pg. 50, also being the north line of the herein described tract a distance of 2686.78 ft. to the place of beginning and containing 135.285 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.
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 is was prepared.




12-17-20

Richard A. Shelton, RPLS
City of Midland, Texas
432-685-7372

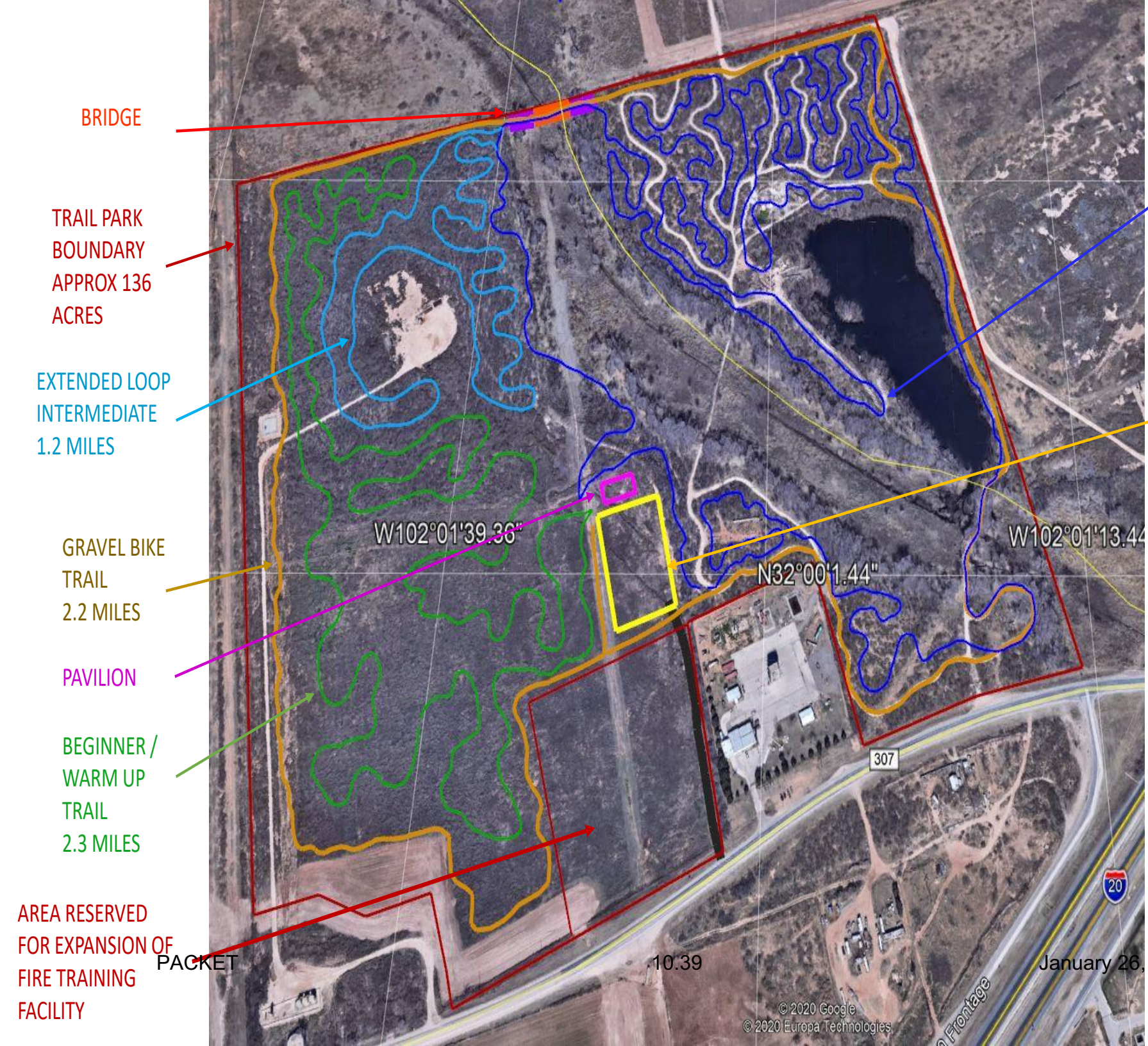

BRIDGE
TRAIL PARK BOUNDARY APPROX 136 ACRES
EXTENDED LOOP INTERMEDIATE 1.2 MILES
GRAVEL BIKE TRAIL 2.2 MILES
PAVILION
BEGINNER / WARM UP TRAIL 2.3 MILES
AREA RESERVED FOR EXPANSION OF FIRE TRAINING FACILITY
MAIN TRAIL INTERMEDIATE 4.5 MILES
PARKING AREA AND ENTRANCE
W102°01'39.36"
W102°01'13.44
N32°00'1.44"
307
20
© 2020 Google
© 2020 Europa Technologies



EXHIBIT B

## EXHIBIT B – MIDLAND TRAILS PROJECT

PROJECT AND MAP EXPLANATION

1. **PARKING AREA** – The parking area will initially have a one-acre footprint. The surface will be scraped with a skid steer. Then either caliche or asphalt grindings will be applied to the surface. The entrance will be through the existing gate off highway 307. The entrance as shown on the map is approximately 300 feet west of the entrance to Harris Field fire training center.

2. **PAVILION** – A pavilion will be constructed upon completion of the trail system if / when funds are available. Several heavy-duty picnic tables will be secured under the pavilion. Also, a Bike stand with attached bike tools and a heavy-duty tire pump will be installed.

3. **TRAILS** – The map provides an illustration of how the trails will be guided through the leased area. The map also provides an image revealing the approximate trail density. There will be numerous twists and turns to give the trail character. Earthen berms will be constructed on many of the tighter and faster turns. The trail will first be walked and flagged by the trail builder in concert with representatives from the West Texas Trail Alliance and the Permian Basin Bicycle Association. The trail will then be cleared using a mini-excavator, skid steer, chain saws, and a grater pulled behind an ATV. Then the trail will be further groomed and cleaned by hand using shovels, hoes, rakes, and loppers. Although the map represents a probable trail pattern, we will be making many adjustments to best incorporate the natural terrain. To accommodate the Disc Golf course, adjustments will be made to create locations for fairways and to attempt coordinating trail flow with the throwing direction of the disc golfers. Although not effectively shown on the trail map, we will build trails under the tree canopy within the 100-year flood plain. This area will be very prone to flood damage so the trail will be kept simple with few man-made features. The combined total trail length proposed is approximately 10 miles (see map for detailed trail lengths)

4. **BRIDGE** – Upon completion of the trail system, we plan to initially build one bridge on the north end of the leased property spanning across the 100-year flood plain. If our budget permits, we may build the bridge at the time we are building the trail system. The bridge will be built wide enough to accommodate two-way traffic. Most of the bridge will be constructed with packed dirt with buried culverts. The middle section of bridge that spans the deepest portion of Scharbauer draw will be constructed of steel/ treated lumber/ aluminum. Exact dimensions and specifications are to be determined and will be submitted to the city of Midland for approval prior to construction. The Bridge is not essential however when the park floods, a large portion of the park may not be accessible for long periods of time due to standing water and long-term muddy conditions. The bridge will allow us to open the park significantly faster following a large rain or flood event.

5. **PORT – O – POTTY** – Will be set in the parking area and will be leased with a minimum bi-monthly service schedule.

6. **SIGNAGE** – A well designed and highly visible sign will be erected adjacent to the trailhead stating the rules and regulations for entering the area. Cyclists will be required to wear helmets. Flood Warning signs will be posted in numerous appropriate locations. Additional warning signs will be posted near any areas that require trail users to be alert.

# City Council Meeting

**Item Number:** 11

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Kayci LaDuke,

**Subject:** RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDS (POLICE)

---

**Purpose:**

Consider a resolution authorizing the City of Midland to submit a grant application for the FY2022 Edward Bryne Memorial Justice Assistance Grant Program through the Office of the Governor of Texas Criminal Justice Division.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No fiscal impact to the City of Midland.

**Discussion:**

The funds from this grant, if awarded, will be used to purchase crowd control safety systems for the Police Department.



City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDS**

**WHEREAS**, the Office of the Governor, Texas Criminal Justice Division, has announced the availability of funds through the Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant Program; and

**WHEREAS**, the Midland Police Department wishes to submit an application for grant funds in order to purchase crowd control safety systems; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the submission of an application for said grant funds and to designate the Interim City Manager, or his designee, as the City of Midland's authorized signatory; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the Interim City Manager or his designee to execute all necessary documents to provide for the acceptance of said grant funds; and

**WHEREAS**, the City of Midland shall not use the existence of an Office of the Governor, Texas Criminal Justice Division grant funds to offset or decrease total salaries, expenses and allowances that the City of Midland receives from the governing body at or after the time the grant funds are awarded; and

**WHEREAS**, in the event of loss or misuse of the Office of the Governor, Texas Criminal Justice Division grant funds, the City of Midland assures that the grant funds shall be returned to the Office of the Governor, Texas Criminal Justice Division in full;

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

**SECTION ONE.** That the City of Midland is hereby authorized to submit a grant

application to the Office of the Governor, Texas Criminal Justice Division, in order to purchase crowd control safety systems for the Police Department.

**SECTION TWO.** That the City of Midland shall not use the existence of an Office of the Governor, Texas Criminal Justice Division grant funds to offset or decrease total salaries, expenses and allowances that the City of Midland receives from the governing body at or after the time the grant funds are awarded.

**SECTION THREE.** That in the event of loss or misuse of the Office of the Governor, Texas Criminal Justice Division funds, the City of Midland assures that the grant funds shall be returned to the Office of the Governor of Texas Criminal Justice Division in full.

**SECTION FOUR.** That the Interim City Manager, or his designee, is designated as the City of Midland's authorized signatory and is hereby authorized to apply, accept, reject, alter or terminate the grant on behalf of the City of Midland.

**SECTION FIVE.** That upon the approval of the City of Midland's application for grant funds through the Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant Program, the Interim City Manager or his designee is hereby authorized and directed to execute all necessary documents to provide for the acceptance of said grant funds.

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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Mark Mason, Director of Finance

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# City Council Meeting

**Item Number:** 12

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Elizabeth Shaughnessy, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 42.30-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T& P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST SIDE OF CARRIAGE ROAD, APPROXIMATELY 1,740 FEET SOUTH OF OCCIDENTAL PARKWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Betenbough Homes is requesting approval of a zone change to allow for the development of smaller, more affordable homes.

**Recommended City Council Action:**

Directional / Informational

**Fiscal Impact:**

This proposal does not have a significant financial impact to the city.

**Surrounding Zoning and Land Use:**

The properties to the north, east, south and west are zoned AE, Agricultural Estate District and SF-3, Single Family Dwelling District and the location of vacant land and residences, respectively.

**Discussion:**

The applicant, Betenbough Homes is requesting approval of a zone change for the development of smaller, more affordable homes. This proposed subdivision will have a total of two hundred and thirty-one (231) residential lots and two (2) common area. The current zoning of this property is SF-3, Single-Family Dwelling District, which requires a minimum lot area of 5,500 square feet. With this zone change, the developer will be able to plat 104 lots with a minimum width of 45 feet, ranging in areas of 4,773 to 5,347 square feet; however, the majority of the lots will have a square footage of 5,175.

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

**Engineering: (Approved)**

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

**Fire: (Approved)**

No objections to zone change

All future development is required to meet the IFC 2015 standards and all locally adopted ordinances.

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

**Code Compliance: (Approved with Conditions)**

No Oil or Gas wells identified within 500 ft. permitted well radius. The Pioneer “A” Lease Stimson Burley Well #1 is identified on the plat at the corner of -Street B and Battle Avenue. The plat identifies the well as an operating well and needs to identified as a plugged and abandoned well. No building permits are allowed over plugged and abandoned well bores.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

**Planning:**

The Planning and Zoning Commission recommended approval of this request at the December 7, 2020 meeting. The City Council approved this request with a 4 to 3 vote at the January 12, 2021 meeting.

If this zone change from SF-3, Single Family Dwelling District to PD, Planned Development District for a Housing Development is approved, staff recommends that it should be subject to conditions A through D.

**Conditions:**

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District, except as stated below.**

B. **That this property shall significantly conform to the site plan, attached hereto and incorporated herein as Exhibit B.**

C. **That the minimum lot width shall be 45 feet.**

D. **That the minimum lot area shall be 4,773 square feet.**

**Letters of Objection:**

As of January 6, 2020, staff has not received any letters of objection.

**Attachments:**

Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Application
Maps

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 42.30-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T& P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST SIDE OF CARRIAGE ROAD, APPROXIMATELY 1,740 FEET SOUTH OF OCCIDENTAL PARKWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 42.30-acre tract of land out of Section 7, Block 38, 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 Housing Development and adopting a site plan therefor, as set out hereinafter;

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

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-3, Single-Family Dwelling District to PD, Planned Development District for a Housing Development.

**SECTION TWO.** That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

SF-3, Single-Family Dwelling District.

**SECTION THREE.** That a site plan, which is attached hereto as Exhibit "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 minimum lot width shall be 45 feet.

C. That the minimum lot area shall be 4,773 feet.

**SECTION FOUR.** That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

**SECTION FIVE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION SIX.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SEVEN.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

**SECTION EIGHT.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# METES & BOUNDS DESCRIPTION

## 42.30 ACRE TRACT IN SECTION 7, BLOCK 38, T-1-S, T&P RR Co SURVEY, CITY & COUNTY OF MIDLAND, TEXAS.

Legal Description for Zoning:

Being a 42.30 Acre Tract of Land in a 354.08 acre tract recorded in Document No. 2017–36824, Official Public Records, located in Section 7, Block 38, T–1–S, T&P RR Co. Survey, City of Midland, Midland County, Texas.

Boundary being more fully described as follows:

Beginning at (N: N:10725123.27', E:1761112.75') a point in the east right of way line of Carriage Road at an extension of the north right of way line of Fox Court for a point of deflection in the west line of this tract, whence a 1/2" iron rod found at the southeast corner of said Section 7 bears South 81°19'16" East, a distance of 1983.34 feet;
Thence through said 354.08 acre tract the following twelve (12) courses and distances:
1. North 18°34'09" West, a distance of 530.00 feet to a point of deflection in the west line of this tract;
2. North 18°38'35" West, a distance of 60.20 feet to a point of deflection in the west line of this tract;
3. North 76°04'37" East, a distance of 699.35 feet to a point of deflection in the west line of this tract;
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8. South 30°27'44" West, a distance of 28.28 feet to a point of deflection in the east line of this tract;
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10. With a curve to the right in a southwesterly direction, said curve having a radius length of 80.00 feet, an arc length of 95.77 feet, a delta angle of 68°35'30", and a chord length of 90.15 feet bearing South 19°45'29" West to a point of tangency in the east line of this tract;
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Thence North 18°51'48" West passing the east right of way line of said Carriage Road and continuing with said east right of way line of said Carriage Road for a total distance of 464.19 feet to a to the Point of Beginning;
Containing 42.30 total surface acres of land.

Bearings, distances and coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS). Acreage stated is horizontal surface as measured.

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.

16 October 2020

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.

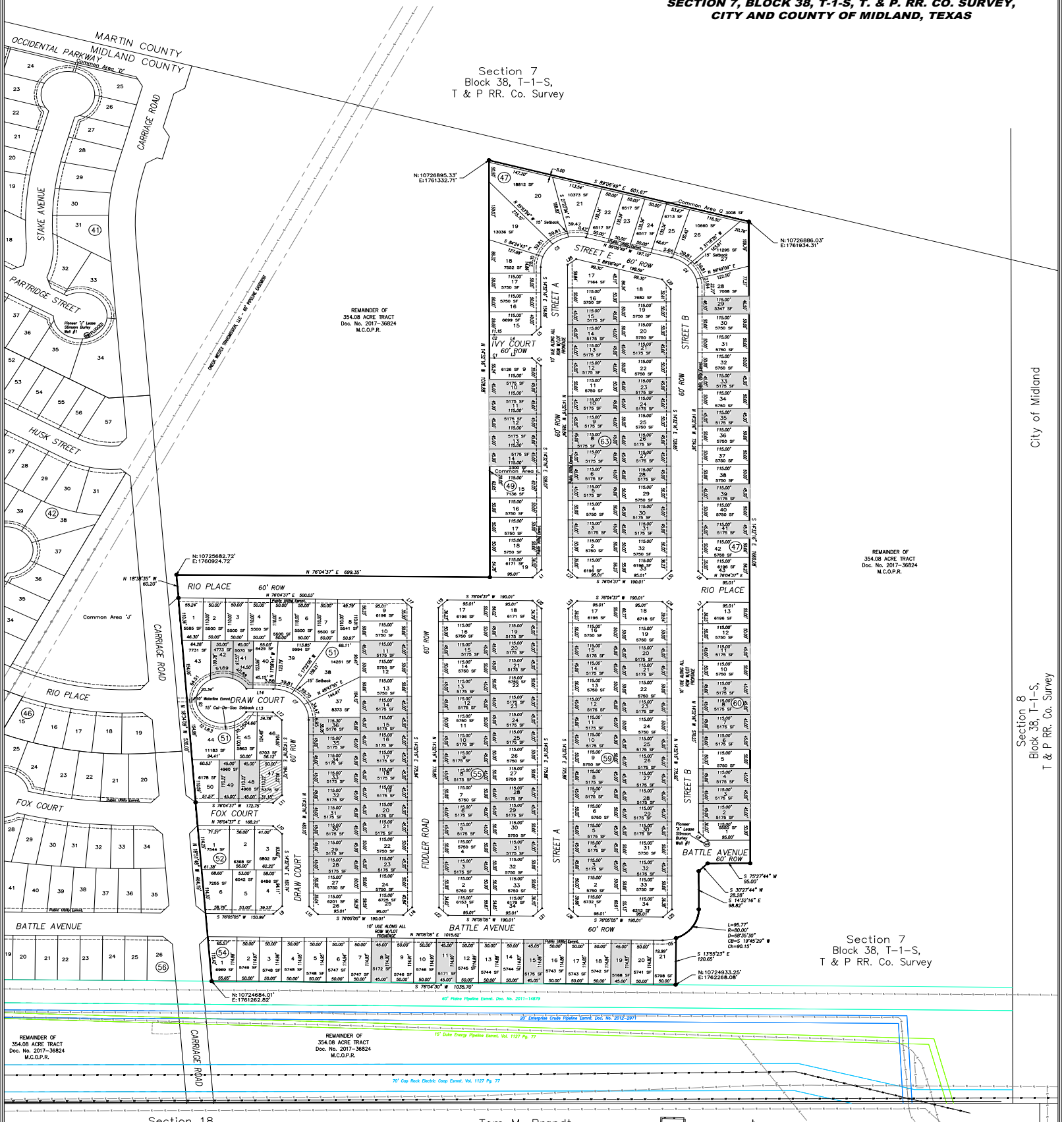

Professional Land Surveying & Mapping
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415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

# SITE PLAN

EXHIBIT "B"

## LONE STAR TRAILS II

**BEING A 42.30 ACRE TRACT OF LAND IN SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS**




| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
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| LINE | BEARING | DISTANCE |
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Scale 1" = 100'

LEGEND
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- Utility Easement


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Page 1 of 1
LSTI-9 Site Plan

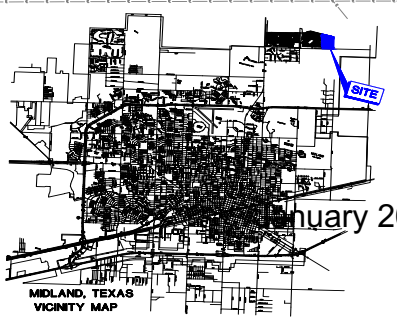
PACKET Page 2 of 10 January 26, 2021

OWNER:
BETENBOUGH HOMES INC.
6305 82nd STREET
LUBBOCK, TEXAS 79424
806-797-9494

FLOOD NOTE:
Special Flood Hazard Areas as graphically scaled from FEMA Map No. 48329C0100F, Dated September 16, 2005, Prepared for Midland County, Texas are shown hereon.

23 November 2020

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).




**LOT COUNT**

*Residential: 231 lots*
*Common Area/Drainage: 2 lots*

1 lot — Sq. Ft. Variance
103 lots — Sq. Ft. & Width Variance

**SITE PLAN**
**LONE STAR TRAILS II**

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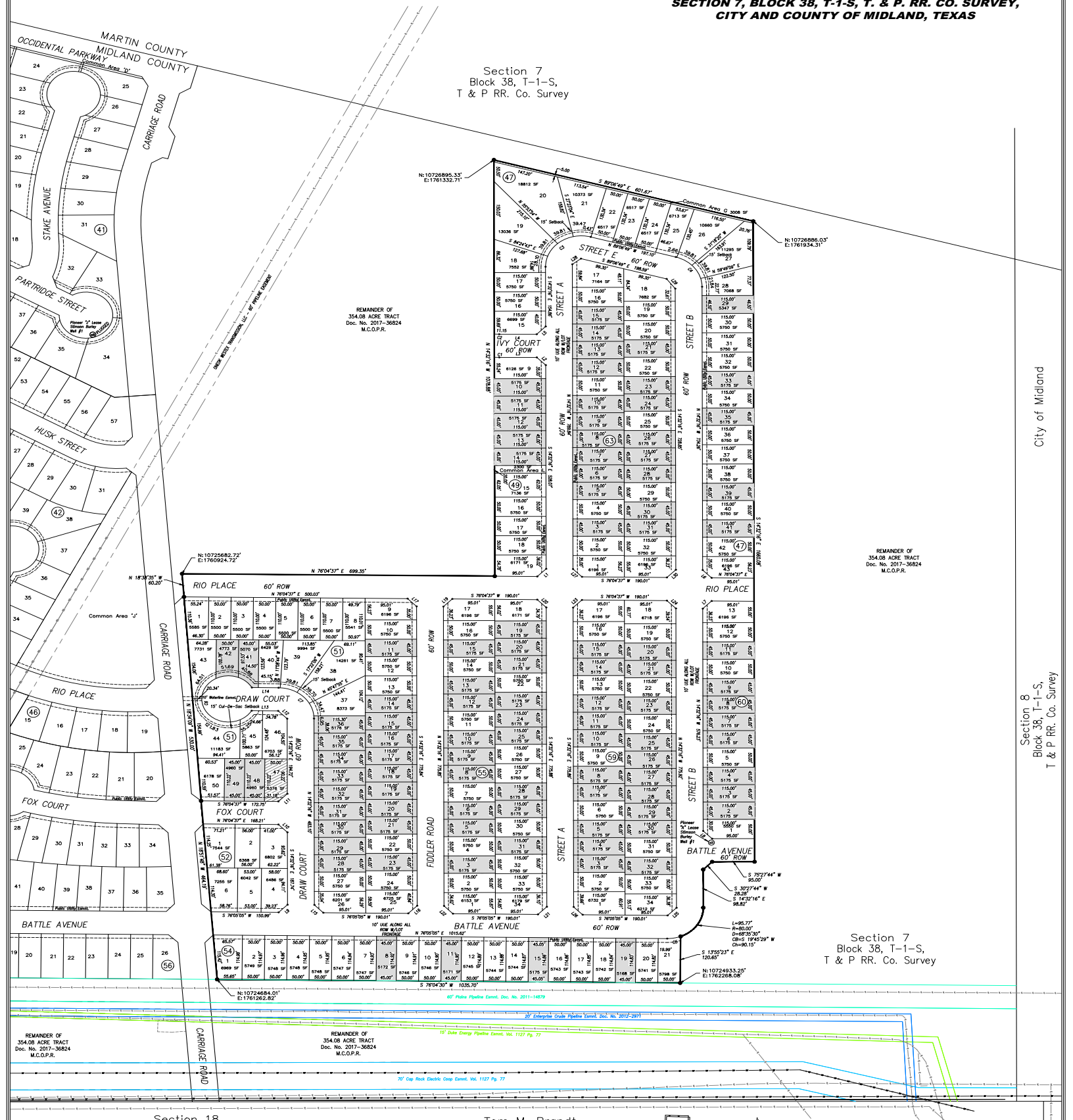
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# SITE PLAN

## LONE STAR TRAILS II

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Page 1 of 1
LSTI-9 Site Plan

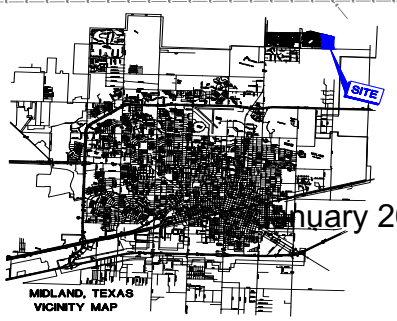
PACKET 2112 January 26, 2021

OWNER:
BETENBOUGH HOMES INC.
6305 82nd STREET
LUBBOCK, TEXAS 79424
806-797-9494

23 November 2020

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1 lot — Sq. Ft. Variance
103 lots — Sq. Ft. & Width Variance

**SITE PLAN**
**LONE STAR TRAILS II**

MIDLAND
Planning Division

# Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-20-0204

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* | | Phone ( 806 ) 412 - 6611 | |
|---|---|---|---|
| Printed Name: Ronnie Wallace, Betenbough Homes | | Email Ronniew@betenbough.com | |
| Address 6305 82nd Street | City Lubbock | State Texas | Zip 79424 |

| **Property Owner** | | Phone ( 806 ) 412 - 6611 | |
|---|---|---|---|
| Printed Name: Betenbough Homes | | Email Ronniew@betenbough.com | |
| Address 6305 82nd Street | City Lubbock | State Texas | Zip 79424 |

| **Representative** *(if different from Applicant or Property Owner)* | | Phone ( ) | |
|---|---|---|---|
| Firm: N / A | | Email N / A | |
| Printed Name: | | | |
| Address | City | State | Zip |

**Street Address:** See Attached Site Plan

**Legal Description**
Lot: See Attached Plat Block: See Attached Plat Subdivision: 42.30 Acre Tract In Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas (Lone Star Trails)

**Current Zoning:** SF-3

**Proposed Zone:** PD (Planned District)
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request** Request to build affordable, smaller homes on lots less than 5,500 Total Square Feet and therefore requesting PD (Planned District) Zone designation. (See attached Site Plan)

**Present Use of Property:** Vacant

**Proposed Use of Property:** Single Family Homes

**How would this zone change affect the public health, safety and welfare?**
Our smaller homes provide an additional, affordable option for new homeowners in Midland.

**Describe how conditions affecting the property have changed since present zoning designation:** We want to meet the needs of future homebuyers in Midland, especially with the current economic climate.

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland' $650 (Fee for PD)
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
NOV 10 2020

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: November 10, 2020 |
| Applicant (printed): Ronnie Wallace, Land Planner, Betenbough Homes | |
| Property Owner (signature): | Date: November 10, 2020 |
| Property Owner (printed) : Ronnie Wallace, Land Planner, Betenbough Homes | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

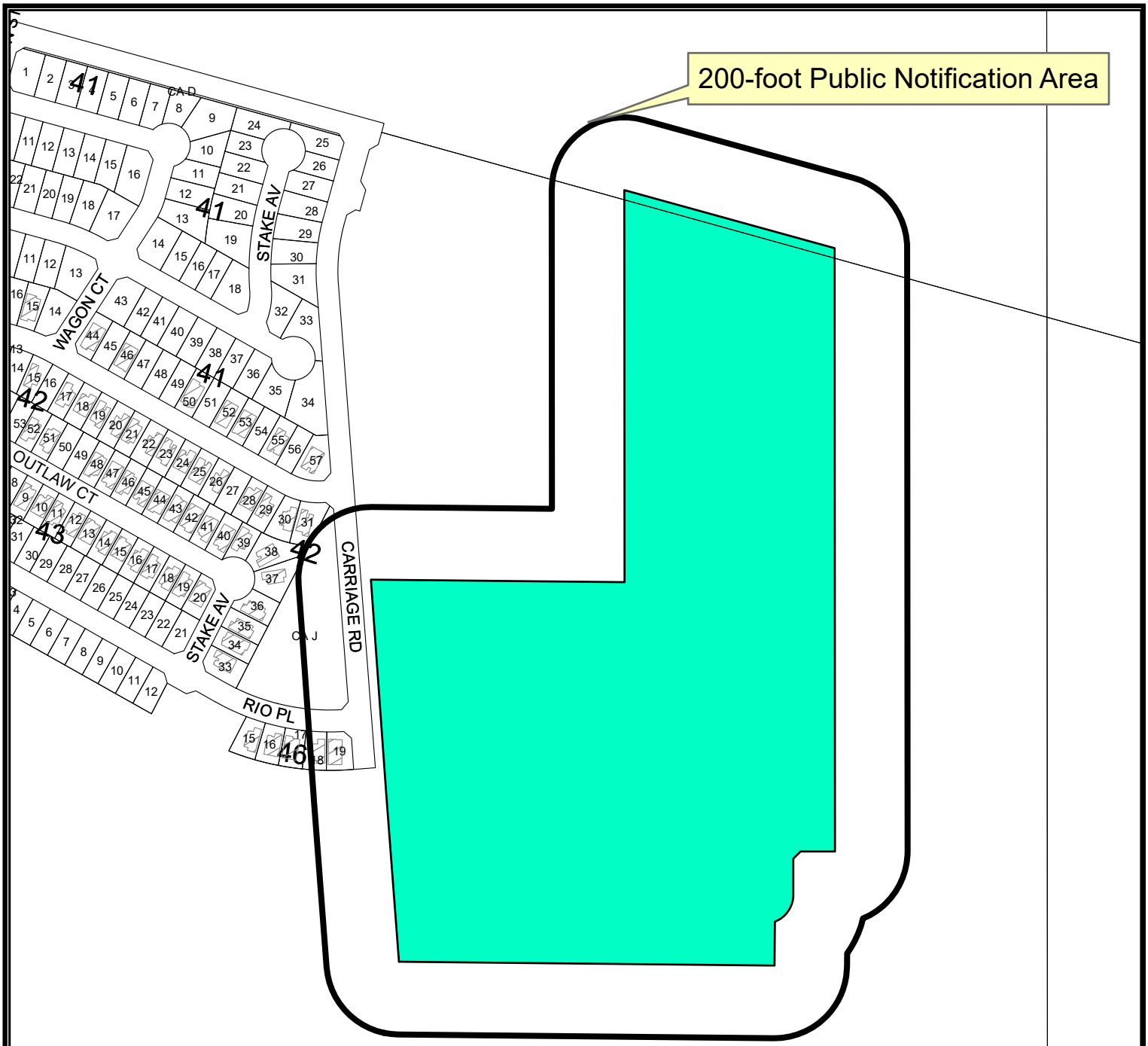
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☑ Application Fee | ☐ Plans in Digital Format (PDF/JPEG) |
| Check #_____ | will email |
| Received By: V. Shaman | Date: 11-10-2020 |

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

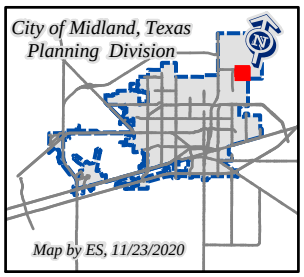
**Z-20-0204** **Scale: 1" = 250'**

Consider a request by Betenbough Homes for a Zone Change from SF-3, Single Family Dwelling District to PD, Planned Development District for a Housing Development on a 42.30 acre tract of land located in Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas.

Generally located on the east side of Carriage Road, approximately 1,740 feet south of Occidental Parkway.(Council District 1)

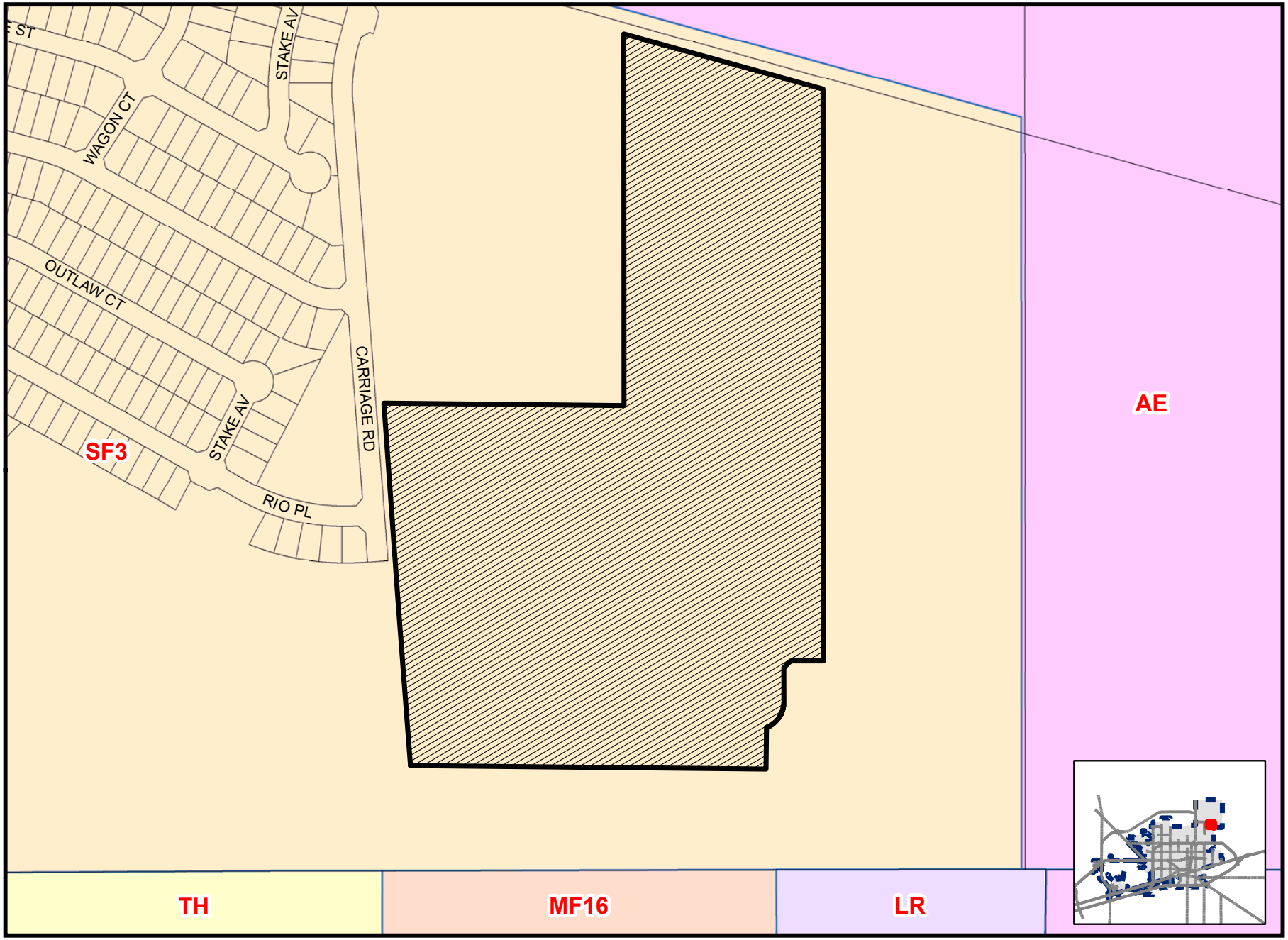
**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS






January 26, 2021




Map By ES, 12/02/2020

**Z-20-0204**

**Scale: 1" = 200'**

# ZONING MAP

PACKET
12.16
January 26, 2021









# City Council Meeting

**Item Number:** 13

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Valerie Sherman, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 AND 15, BLOCK 1, WADLEY HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF MOGFORD STREET AND WEST WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Sierra Strickland, is requesting a zone change from PD, Planned District for an Office Center to an amended PD, Planned Development District for an Office Center, to open an animal emergency hospital.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the city.

**Discussion:**

The property to the north is zoned SF-2, Single-Family Dwelling District and the location of a residence. The property to the east is zoned PD, Planned District for an Office Center and the location of an insurance facility. The property to the south and across West Wadley Avenue is

zoned PD, Planned Development District for a Shopping Center and the location of a grocery store. The property to the west is zoned 2F, Two-Family Dwelling Duplex District and the location of a duplex.

**Analysis:**

The property is located at 2304 West Wadley Avenue and was previously an office for the American Cancer Society. The applicant is proposing an animal emergency hospital at the location.

Per the Zoning Ordinance, a Veterinarian Clinic is permitted in the O-2, Office District. Veterinarian Clinics are also permitted in the O-1, Office District, with the approval of a Specific Use Designation. The property is regulated by Ordinance No. 4934, 4975 and 6902; however, there is no underlying zoning described in these ordinances.

The applicant would like to amend the existing planned district to allow for a Veterinarian Clinic and to include an underlying zoning district.

The approximate square footage of the building is 6,693 square feet. The site plan (Exhibit A) and floor plan illustrate the layout of the veterinarian clinic. No additional changes or modifications of the property are being proposed.

The proposed hours for the facility are:

Monday through Friday from 6:00 P.M. to 8:00 A.M., of the following day.
Saturday from 12:00 (noon) to 8:00 A.M., of the following day.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No comments.

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

**Engineering: (Approved)**

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering

and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

We have researched our files and could not find an elevation certificate on-file for the subject property.

We recommend that an Elevation Certificate be prepared for this property. With an Elevation Certificate, the flood insurance premiums could be reduced if the building is shown to be above the Base Flood Elevation (BFE). An Elevation Certificate must be prepared and signed by a land surveyor or professional engineer licensed to practice in the State of Texas. Please submit a copy of the new Elevation Certificate to our office so that we can update our elevation records.

**Code: (Approved)**

No Oil or Gas issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

**Planning:**

Per the Future Land Use map, this location is designated as Urban-Medium Neighborhood Center. Potential zoning for this area includes Office District; therefore, this zone change complies with the Future Land Use plan.

This request was recommended for approval by a unanimous vote at the December 7, 2020 Planning and Zoning Commission meeting and approved at the January 12, 2021 City Council meeting.

Staff recommends approval of this zone change from PD, Planned District for an Office Center to an amended PD, Planned Development District for an Office Center, subject to conditions A through E.

**Condition:**

**A. That the use and development of the property shall conform to the regulations of the O-1, Office Center.**

**B. That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit A.**

**C. That the use of a veterinarian clinic is allowed.**

**D. That the hours of operation shall be limited to:**

**Monday through Friday from 6:00 P.M. to 8:00 A.M., of the following day.**
**Saturday from 12:00 (noon) to 8:00 A.M., of the following day.**

**E. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

**Letters of Objection:**

Staff has received two letters of objection as of January 6, 2021.

**Attachments:**

Site Plan (Exhibit A)
Floor Plan
Application
Maps
Letters of Objection
Ordinance No. 4934, 4975, and 6902

Robert Patrick

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 14 AND 15, BLOCK 1, WADLEY HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF MOGFORD STREET AND WEST WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 14 and 15, Block 1, Wadley Heights, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for an Office Center and adopting a site plan therefor, as set out hereinafter;

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

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center to an amended PD, Planned Development District for an Office Center.

**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-1, Office District.

**SECTION THREE.** That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the Property may be used for a veterinarian clinic.

C. That the hours of operation of a veterinarian clinic on the Property shall be limited to the following:

Monday through Friday from 6:00 p.m. to 8:00 a.m. of the following day; and Saturday from 12:00 p.m. (noon) to 8:00 a.m. of the following day.

D. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

**SECTION FOUR.** That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

**SECTION FIVE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION SIX.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SEVEN.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars

($2,000.00).

**SECTION EIGHT.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

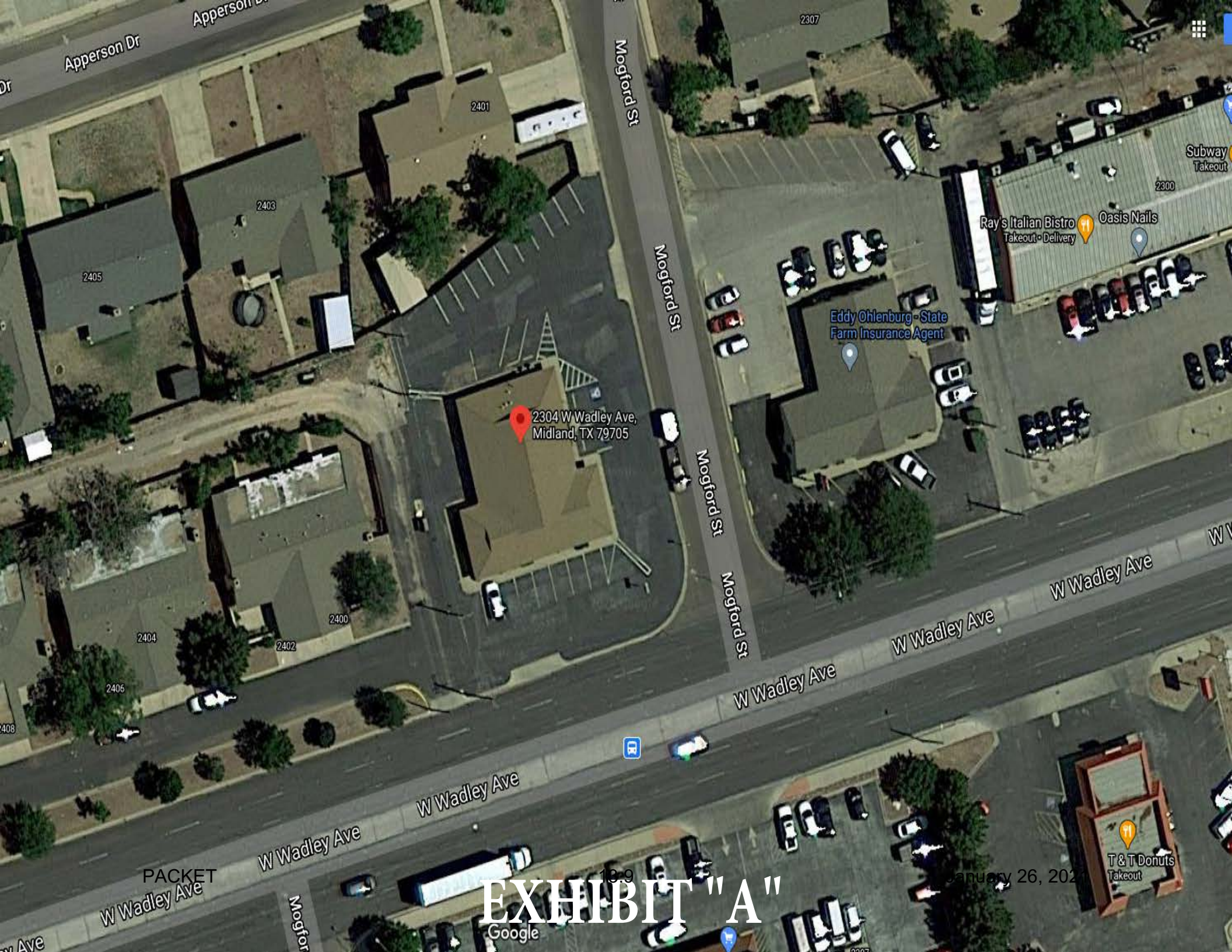
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

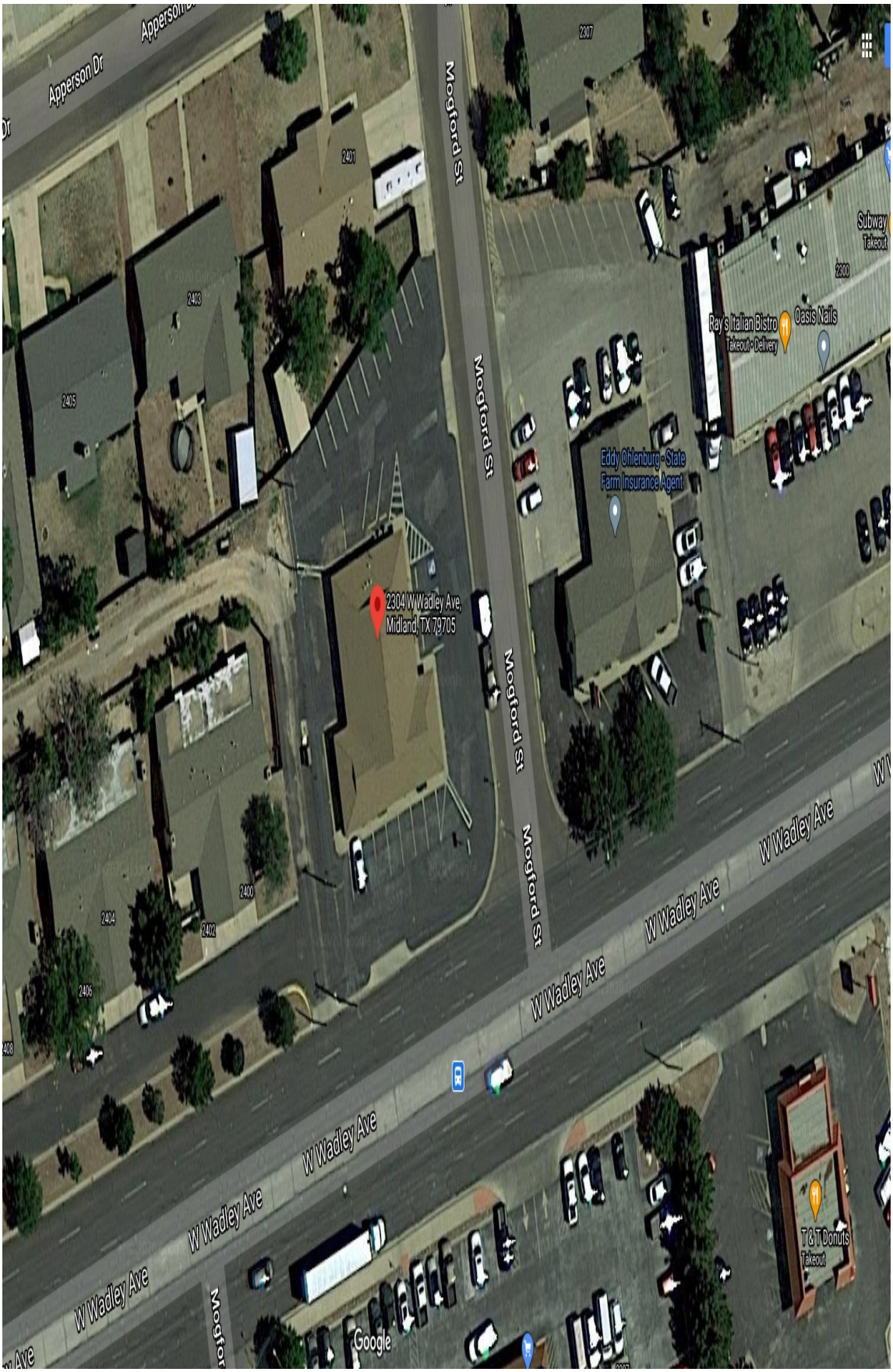
APPROVED ONLY AS TO FORM:

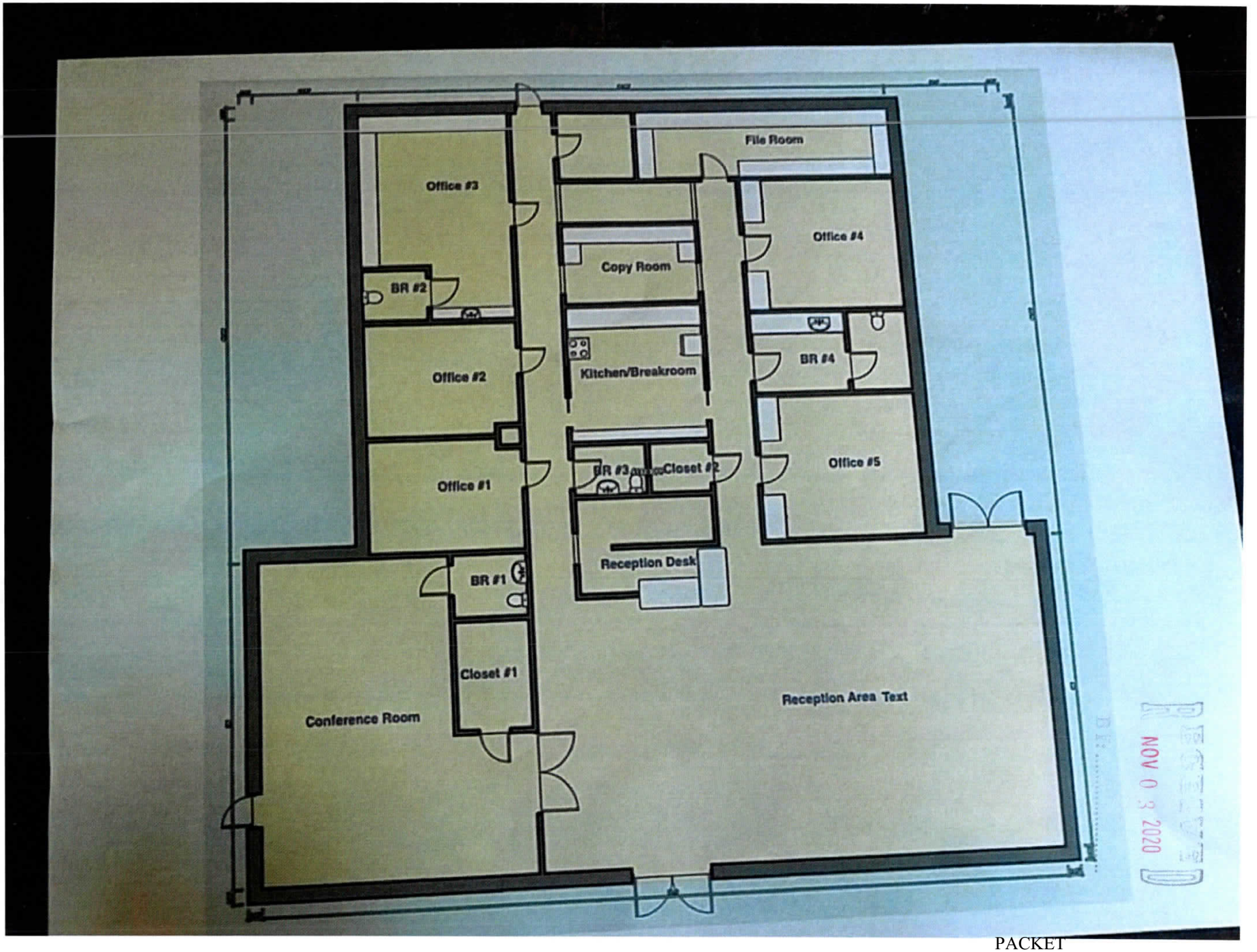
_____
John Ohnemiller, City Attorney


Apperson Dr
Mogford St
2307
2401
2403
2405
2400
2404
2402
2406
2408
2304 W Wadley Ave,
Midland, TX 79705
Eddy Ohlenburg - State
Farm Insurance Agent
Ray's Italian Bistro
Takeout · Delivery
Oasis Nails
Subway
Takeout
2300
W Wadley Ave
T & T Donuts
Takeout
Google



# EXHIBIT "A"


Apperson Dr
Mogford St
2401
2403
2405
2407
2309
Subway
Takeout
Ray's Italian Bistro
Takeout · Delivery
Oasis Nails
Eddy Ohlenburg - State Farm Insurance Agent
2304 W Wadley Ave, Midland, TX 79705
2400
2402
2404
2406
W Wadley Ave
T & T Donuts
Takeout
Google


File Room
Office #3
Office #4
Copy Room
BR #2
Office #2
Kitchen/Breakroom
BR #4
Office #5
Office #1
BR #3
Closet #2
Reception Desk
BR #1
Closet #1
Conference Room
Reception Area Text
NOV 0 3 2020

MIDLAND
Planning Division

# Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-20-0203

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* | | Phone ( ) 4325572132 | |
|---|---|---|---|
| Printed Name: Sierra Strickland | | Email carteblanche247@gmail.com | |
| Address 4408 Saint Andrews Drive | City Midland | State TX | Zip 79707 |

| **Property Owner** | | Phone ( ) 8535683 | |
|---|---|---|---|
| Printed Name: Lafonda Property LLC | | Email djagp3@gmail.com | |
| Address 3501 Trinity Meadows Drive | City Midland | State TX | Zip 79707 |

| **Representative** *(if different from Applicant or Property Owner)* | | Phone ( ) | |
|---|---|---|---|
| Firm: | | Email | |
| Printed Name: | | | |
| Address | City | State | Zip |

**Street Address:** 2304 W Wadley

**Legal Description**
Lot: Block: Subdivision:

**Current Zoning:** Plan development/office

**Proposed Zone:**
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request:** To allow a veterinary practice

**Present Use of Property:** vacant

**Proposed Use of Property:** Animal Emergency Hospital

**How would this zone change affect the public health, safety and welfare?**
The change would not negatively affect the public but instead provide a service to the community.

**Describe how conditions affecting the property have changed since present zoning designation:** There will be no changes to the property itself.

**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)

NOV 03 2020

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): Sierra Strickland | Date: 10/30/2020 |
| Applicant (printed): Sierra Strickland | |
| Property Owner (signature): Jill Clements | Date: 10/30/2020 |
| Property Owner (printed) : Jill Clements | |

*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

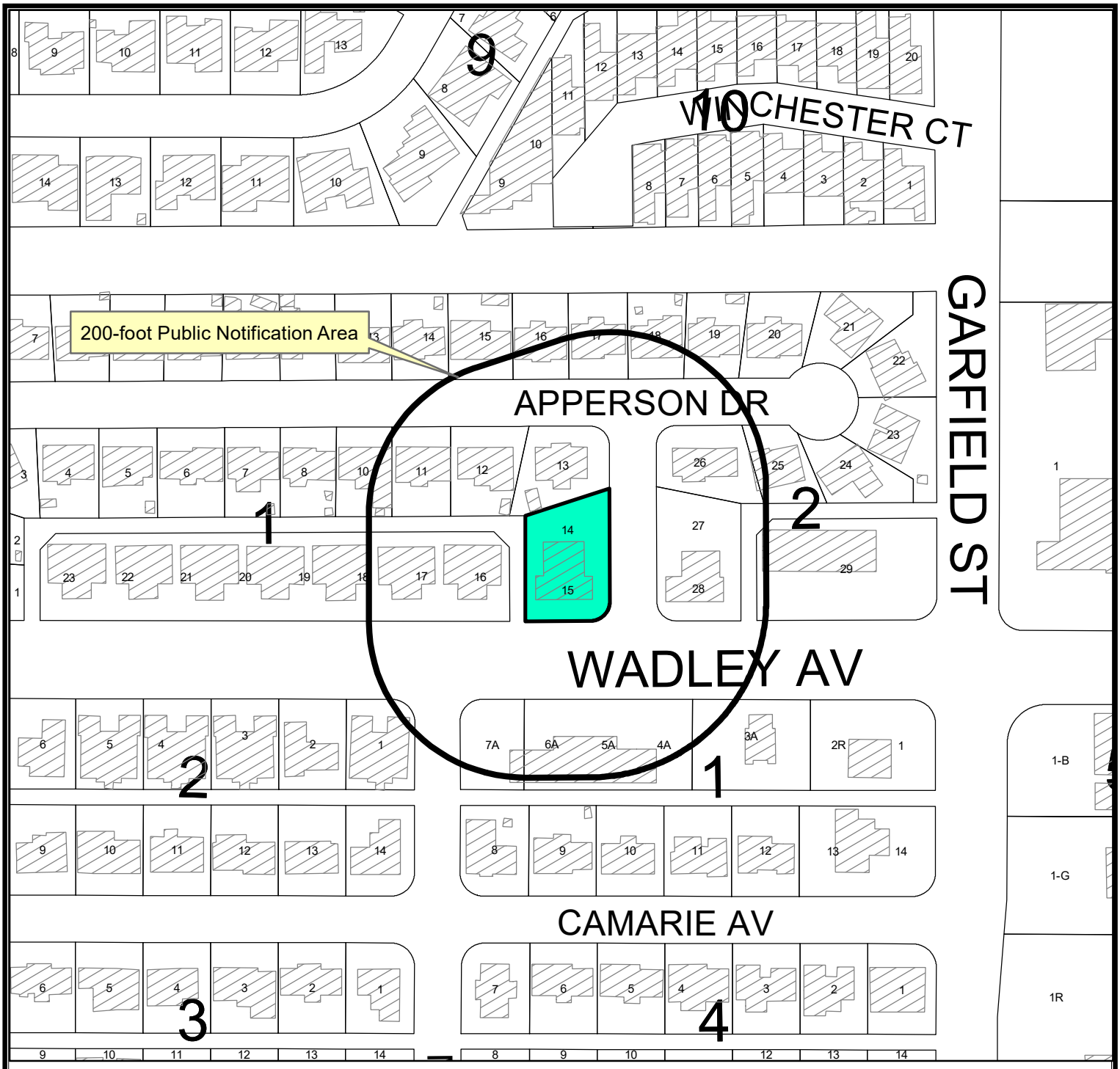
**FOR OFFICE USE ONLY**

- ☑ Property Owner Authorization
- ☑ Application Fee
  Check # CC authorization form
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: gac

Date: NOV 03 2020

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

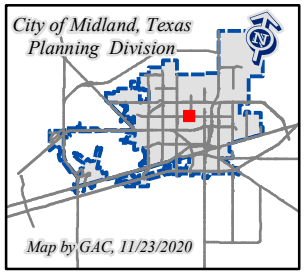
**Z-20-0203** **Scale: 1" = 200'**

Consider a request by Sierra Strickland for a zone change from a PD, Planned District for an Office Center to an amended PD, Planned Development District for an Office Center on Lots 14 and 15, Block 1, Wadley Heights, City and County of Midland, Texas.

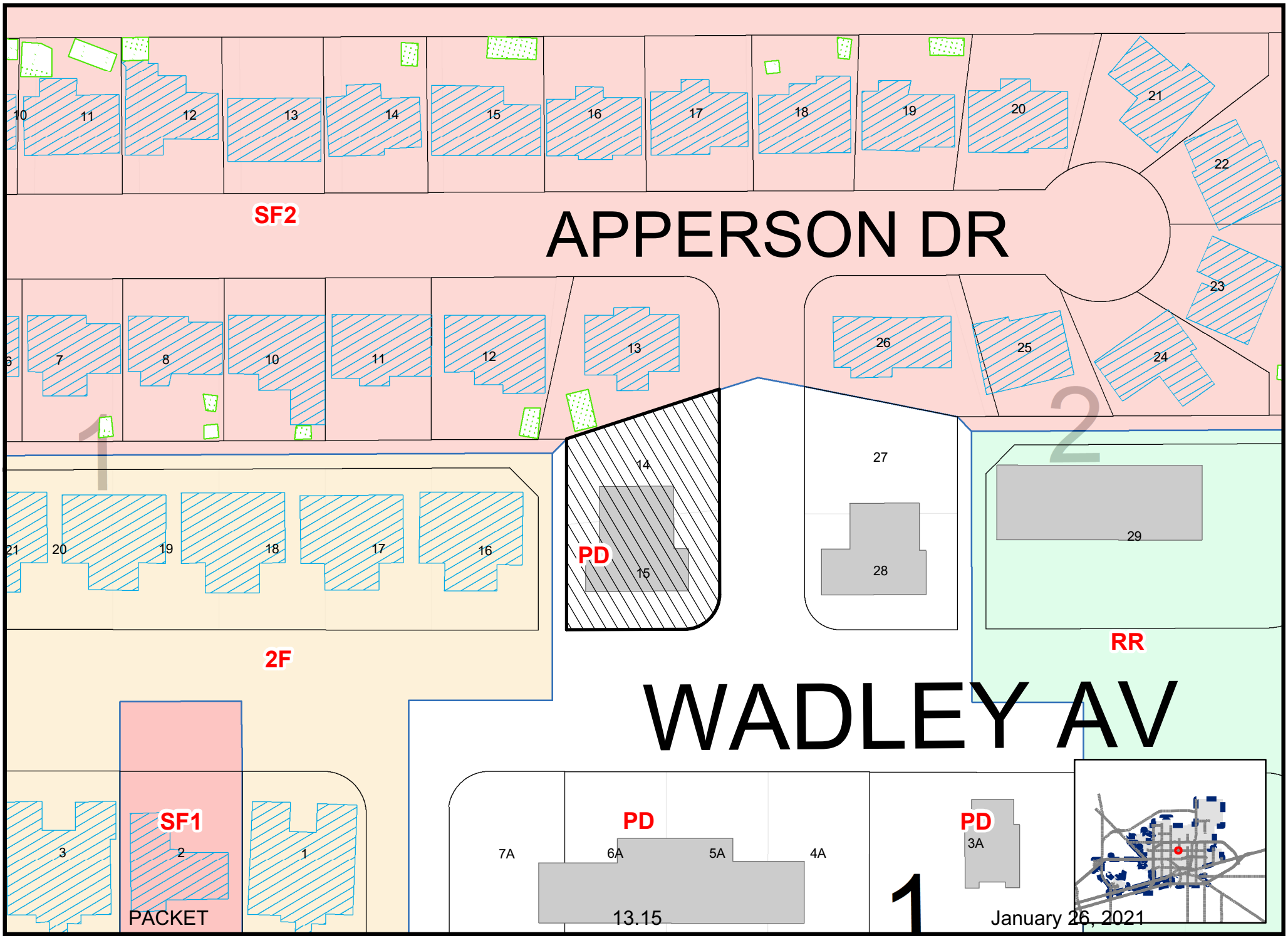
Generally located on the northwest corner of the intersection of Mogford Street and West Wadley Avenue. (Council District 3)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By GAC, 11/23/2020*

**Z-20-0203**

**Scale: 1" = 200'**

**ZONING MAP**

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

BEWLEY RABON M
2405 APPERSON DR
MIDLAND TX 79705-6304

**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, December 7, 2020,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79702, and via videoconference on a request by **Sierra Strickland** for a **Zone Change** on the following described property:

**LEGAL DESCRIPTION:** Lots 14 and 15, Block 1, Wadley Heights, City and County of Midland, Texas.

**LOCATION:** Generally located on the northwest corner of the intersection of Mogford Street and West Wadley Avenue. (Council District 3)

**PROPOSED ZONING:** **From:** PD, Planned District for an Office Development.
**To:** PD, Planned Development District for an Office 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:** Heavy traffic area: Wadley/Garfield. Neighborhood (30+ houses) only opens to Wadley, Business Congestion

**Required Information:**

Rabon Bewley — RABON BEWLEY — 2405 APPERSON
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

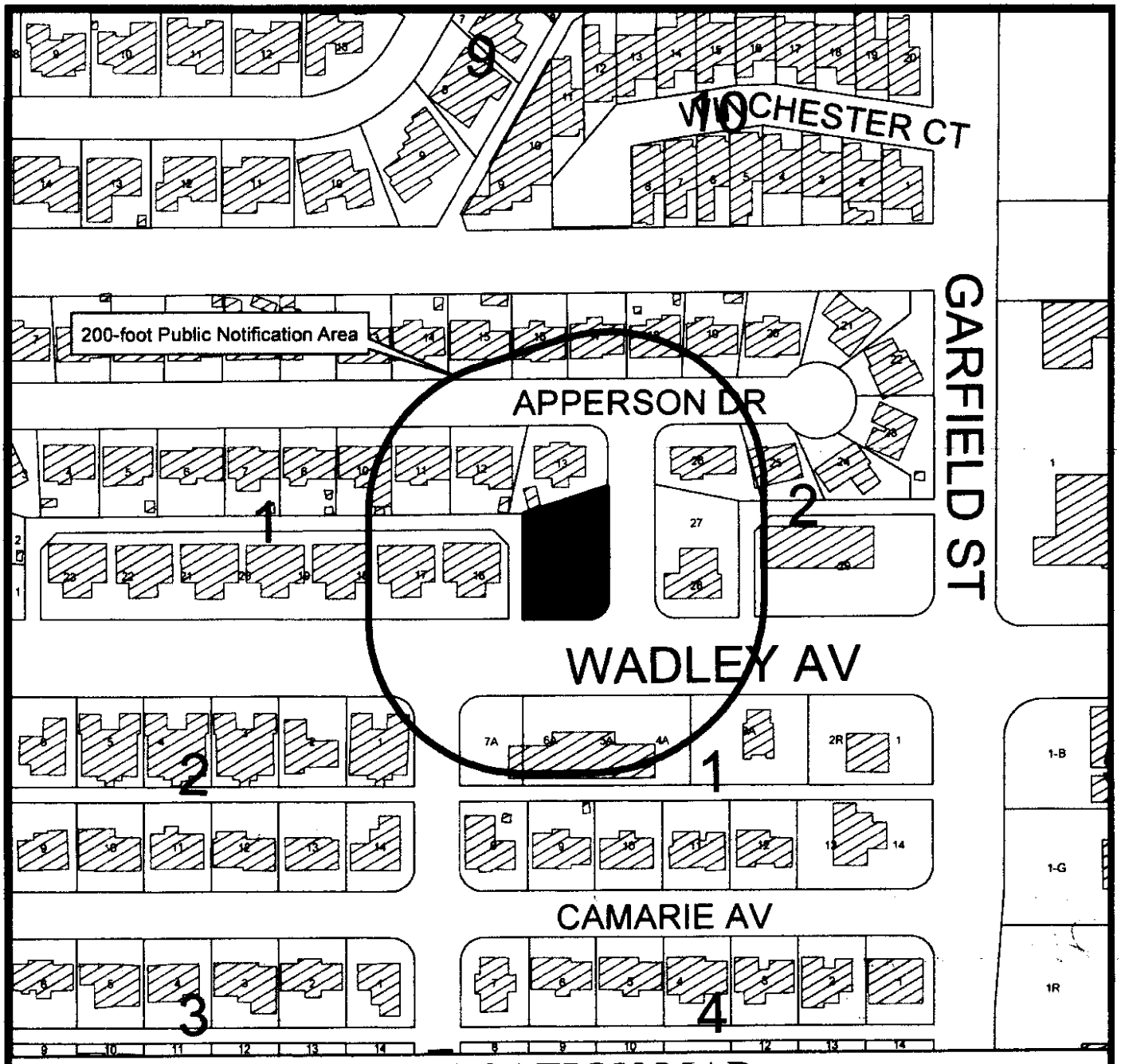
If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre este caso, llame al : 685-7400.

Notices Mailed: 19
Date Mailed: 11/25/2020
Case Number: Z-20-0203
Case Name: Strickland Animal Hospital
GAC Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

Videoconference information can be found on the City of Midland's website: http://www.midlandtexas.gov/967/PrimeGov-Meetings




# LOCATION MAP

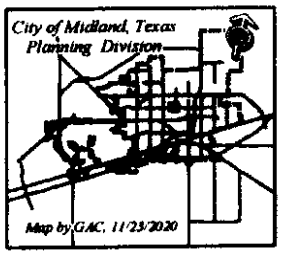
**Z-20-0203** **Scale: 1" = 200'**

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Generally located on the northwest corner of the intersection of Mogford Street and West Wadley Avenue. (Council District 3)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2020

MIDLAND
Planning Division

LOKKEN LARS A
2401 APPERSON DR
MIDLAND TX 79705

## 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, December 7, 2020,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79702, and via videoconference on a request by **Sierra Strickland** for a **Zone Change** on the following described property:

**LEGAL DESCRIPTION:** Lots 14 and 15, Block 1, Wadley Heights, City and County of Midland, Texas.

**LOCATION:** Generally located on the northwest corner of the intersection of Mogford Street and West Wadley Avenue. (Council District 3)

**PROPOSED ZONING:** **From:** PD, Planned District for an Office Development.
**To:** PD, Planned Development District for an Office 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.

We **I object to this request** ✓ **Comments:** * See attached sheet

**Required Information:**

Lars A. Lokken — Property Owner's Signature
Lisa A. Lokken — Printed Name
2401 Apperson Dr Midland TX 79705 — Property Address (**No P. O. Boxes**)

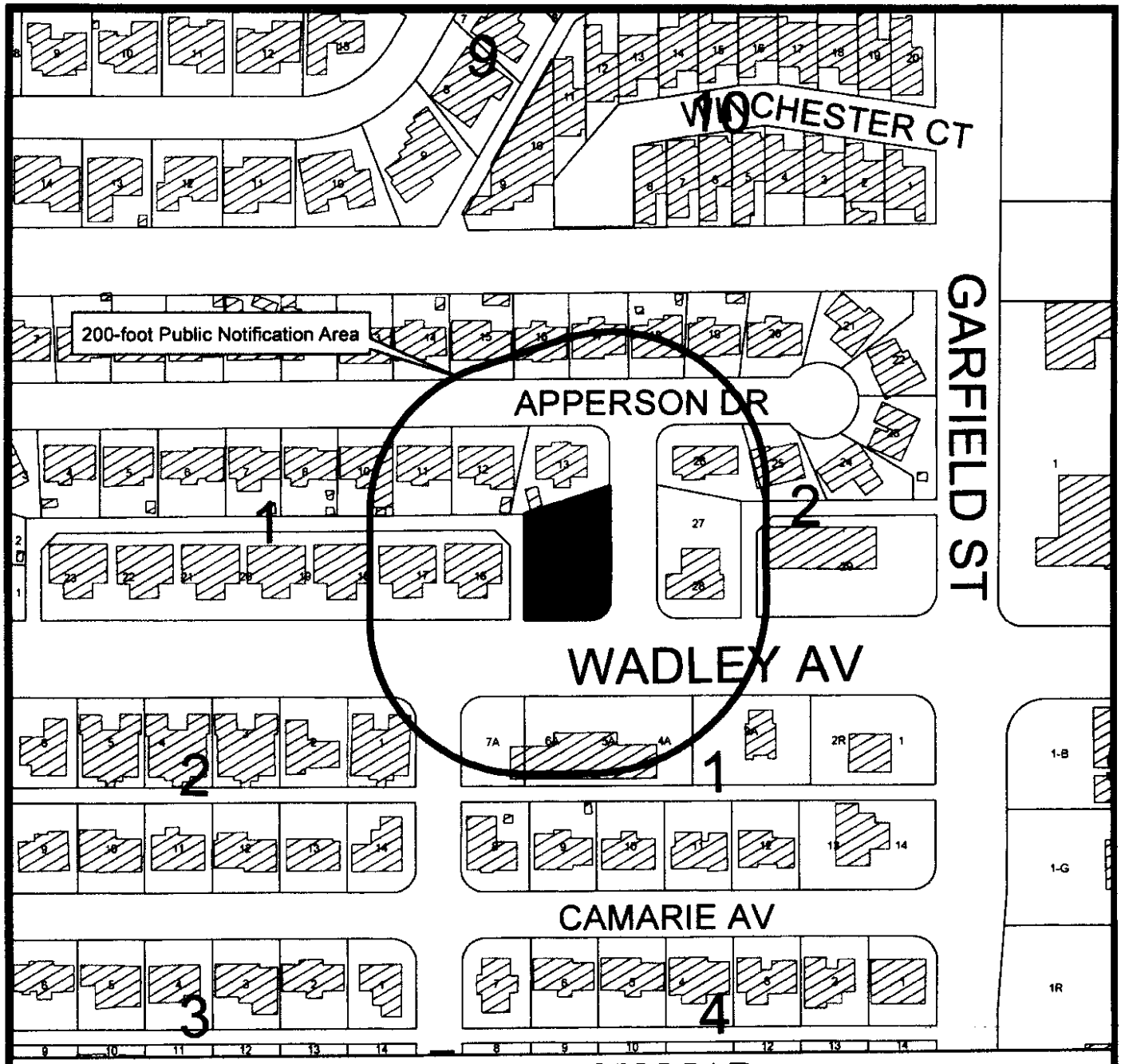
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Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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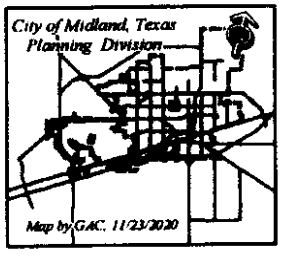
**Z-20-0203** **Scale: 1" = 200'**

Consider a request by Sierra Strickland for a zone change from a PD, Planned District for an Office Development to an amended PD, Planned Development District for an Office Center on Lots 14 and 15, Block 1, Wadley Heights, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of Mogford Street and West Wadley Avenue. (Council District 3)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2020

Lokken, Lars A.
2401 Apperson Dr
Midland TX 79705

RE: Proposed Zoning Change to Lots 14 and 15, Block 1, Wadley Heights, City and County of Midland, Texas

**OBJECTION COMMENTS:**

As the owners of Parcel/Lot 13 in the City and County of Midland, Texas, we object to this request for the proposed zoning change of Parcels/Lots 14 and 15 (Block 1, Wadley Heights, City and County of Midland, Texas) to PD, Planned Development District for an Office Center. We believe we will be adversely affected for the following reasons:

1. There is NO buffer between Parcels/Lots 13 and 14/15 EXCEPT for a minimal privacy fence, which sits directly on the property line and is owned by Parcel/Lot 13. This fence is maintained/repaired by Parcel/Lot 13 owners with no assistance by the owners of Parcels/Lots 14/15, even though the management-company owners enjoy the benefit of the privacy fence to sell to potential tenants. In addition, this fence has been damaged by vehicles backing into it causing the owners of Parcel/Lot 13 to pay for repairs, which are caused by the negligence of others while utilizing the back parking lot of Parcel/Lot 14.

   Other commercial properties in this neighborhood have alleys either directly behind and/or along the side of the business. This setup allows for the business to have a fence behind, and then across the alley, a residential property also has a fence creating a noise and privacy buffer. Parcels/Lots 13 and 14/15 DO NOT have this setup nor is there an alley.

   In an instance where the above setup is not exactly duplicated, then their setup will have the majority of parking in the front or on the side of the building. Parcels/Lots 14 and 15 have the majority of parking located behind the building (due to busy Wadley Ave) with spots directly in front of Parcel/Lot 13's privacy fence.

2. The increase in vehicular and pedestrian foot traffic will greatly increase with the proposed tenants (Strickland Animal Hospital) requesting this zoning change. This will cause spillover onto half-block-long Mogford St and most likely Apperson Dr (which has no exit going east from Mogford St).

   The proposed tenant's business will cause an increase in noise with barking animals and late-night emergency visits (in the likelihood that the business is open for that eventuality).

3. Parcel/Lot 13 property value will decrease from the zoning change to PD, Planned Development District for an Office Center. This will partially be due to the type of business that can operate under this type of zoning. NO OTHER residential property owner within 200 feet will have the amount of value decrease as Parcel/Lot 13, as no other residential property directly connects to Parcels/Lots 14 and 15.

4. Quality of life will decrease for the Apperson Dr/Mogford St residential neighborhood, especially for the residents of Parcel/Lot 13. Barking animals from the clientele of the proposed tenants (requesting the zoning change) will be disruptive to other animals in the neighborhood, as well as residents who may work a night shift and sleep during the day.

In conclusion, based on the above stated points, the owners of Parcel/Lot 13 request that Parcels/Lots 14 and 15 **REMAIN ZONED** as PD, Planned District for an Office Development.

Respectfully submitted this day, December 4, 2020 to Cristina Odenborg Burns, Planning Division Manager at City Hall, 300 N Loraine, Midland, TX.

**From:** Nancy Davis
**To:** Valerie Sherman
**Subject:** Case No Z-20-0203, Strickland Animal Hospital
**Date:** Monday, December 7, 2020 10:02:23 AM

---

My name is Nancy Davis and I own the rental residential duplexes in 2400 block of West Wadley.

If COM considers the Strickland Animal Hospital, which is just across an alley way (not a city street), could we request a noise barrier type fence, and no parking signs in alley way and duplex drive-ways.

Thank you for your consideration.

Nancy (Chandler) Davis
Owner – Wadley Properties

Sent from Mail for Windows 10

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

ORDINANCE NO. 4934

AN ORDINANCE AMENDING CHAPTER 1, TITLE XI OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE PROPERTY DESCRIBED HEREIN, WHICH IS PRESENTLY ZONED "1F-2" (ONE FAMILY DWELLING 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 PLANS, ORDINANCES AND SPECIFICATIONS SET OUT OR REFERRED TO HEREIN; PROVIDING A PENALTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof; the Governing Body finds that the public health, safety and general welfare will be best served by the creation of the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, all of which is presently zoned "1F-2" (One Family Dwelling District) and it shall be used as a "Planned District" for an office center, subject to special conditions and restrictions hereinafter set out.

Said property is described as follows:

Lots 27 and 28, Block 2, Wadley Heights Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in the office of the County Clerk of Midland County, Texas.

SECTION TWO. That said property as shown on the plat attached hereto as Exhibit "A" and the site plan thereof attached hereto as Exhibit "B" and made a part hereof for all legal purposes, shall be subject to the special conditions and restrictions hereinafter set out:

A. That the property described above and drawn on the attached exhibits shall be developed and used for an office center pursuant to the provisions of this zoning ordinance and the various building codes of the City of Midland, Texas.

B. That development and maintenance shall be strictly in conformance with the site plan insofar as ingress and egress to the property, building setback and lot coverage are concerned.

C. That the maximum height of the building shall be one standard story.

D. That the size and shape of the building shall be as shown on Exhibit "B" attached hereto.

E. That a minimum of fifteen (15) offstreet parking spaces be provided on the above described property as shown on Exhibit "B."

F. That all signs identifying the office center comply with the provisions of the City Code which regulate "1F-2" zones.

G. That all other development standards shall be as specified in the City Code for a "1F-2" zone.

H. That sidewalks conforming to specifications of the City Code shall be provided at the expense of the developer at the direction of the Director of Public Works.

SECTION THREE. That the plat and site plan for these improvements be attached hereto as exhibits and made a part hereof for all legal purposes. A true copy of the plat and site plan shall be retained by the Director of Planning and furnished to the Building Inspector for observance in the issuing of permits for these improvements and subsequent Certificates of Occupancy.

SECTION FOUR. That any person, firm or corporation violating any of the terms or provisions of this ordinance shall be subject to a fine not to exceed One Hundred Dollars ($100), as provided

in Section 1-3-1 of the City Code of Midland, Texas; and in the alternative, any such violations may be restrained by injunctive or other equitable relief in a court of proper jurisdiction. Each day any violation of this ordinance shall continue, shall constitute a separate offense.

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 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 protions 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 City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance, together with the penalty provisions contained herein, 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 25th day of March, A.D., 1975; and passed to second reading on motion of Councilman Holt, seconded by Councilman Martin, by the following vote:

Councilmen voting "AYE": Holt, Martin, and Neill

Councilmen voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion by Councilman Holt, seconded by Councilman Martin, on the 8th day of April, A.D., 1975, at a regular meeting of the City Counci:

Councilmen voting "AYE": Holt, Martin, Neill, Kent, and Cahoon

Councilmen voting "NAY": None

PASSED AND APPROVED THIS 8th day of April, A.D., 1975.

Ernest Angelo, Jr., Mayor

ATTEST:

J. W. McCullough, City Secretary

APPROVED:

J. M. Nuessle, City Attorney

ORDINANCE NO. 4975

AN ORDINANCE AMENDING SUBSECTIONS B, D, AND E OF SECTION ONE OF ORDINANCE NO. 4934 SO AS TO ALLOW A LARGER BUILDING AND A TWO-CAR COVERED CARPORT ATTACHED TO SAID BUILDING WITHIN THE PLANNED DISTRICT CREATED BY SAID ORDINANCE NO. 4934; PROVIDING FOR A NEW SITE PLAN FOR SAID PLANNED DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; AND DECLARING AN EMERGENCY

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 teh amendment of the "Planned District" created by Ordinance No. 4934 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 Subsections B, D and E of Section One of Ordinance No. 4934, adopted April 8, 1975, are hereby amended to hereafter read as follows:

B. That development and maintenance shall be strictly in conformance with the site plan insofar as ingress and egress to the property and building setbacks are concerned.

D. That the size and shape of the building shall be substantially as shown on Exhibit "B" attached hereto, but in no event shall the size of the building exceed 3,500 square feet.

E. That a minimum of fifteen (15) offstreet parking spaces shall be provided on the above described property and

a two-car covered carport may be attached to said building, all as shown on Exhibit "B."

SECTION TWO. That a new site plan is hereby substituted for the site plan marked Exhibit "B," and attached to said Ordinance No. 4934; said new site plan being marked Exhibit "B," attached hereto and made a part hereof for all legal purposes. A true copy of said new site plan shall be retained by the Director of Planning and furnished to the Building Inspector, together with the plat attached to said Ordinance No. 4934, for observance in the issuing of permits for the improvements and subsequent Certificates of Occupancy.

SECTION THREE. The provisions of this ordinance are to to 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 City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance, together with the penalty provision contained in said Ordinance No. 4934, in the manner and for the length of time prescribed by law as an alternative method of publication.

SECTION SIX. The fact that a public necessity appears to exist for the immediate development of the above described property in order to protect the general welfare of the people of

the City of Midland, Texas, creates an emergency requiring that the Charter Rule that all ordinances be read at two separate regular meetings of the City Council be suspended and that this ordinance be fully adopted and made effective from the date of its passage and approval on one reading.

WHEREUPON, Councilman Tighe moved the adoption of the emergency clause and the passage of the foregoing ordinance as an emergency matter, to be effective from its passage this date; such motion being duly seconded by Councilman Thomas, the following vote was taken:

Councilmen voting "AYE": Tighe, Thomas, Martin, Neill, Cahoon, and Angelo

Councilmen voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote, the motion having been made by Councilman Tighe, and seconded by Councilman Thomas, at a regular meeting of the City Council of the City of Midland, Texas, on this the 22nd day of July, A.D., 1975.

Councilmen voting "AYE": Tighe, Thomas, Angelo, Cahoon, Neill, and Martin

Councilmen voting "NAY": None

PASSED AND APPROVED this the 22nd day of July, A.D., 1975.

Ernest Angelo, Jr., Mayor

ATTEST:

J. W. McCullough, City Secretary

APPROVED AS TO FORM:

J. M. Nuessle, City Attorney

#3b. & 4b.

75-256

July 2, 1975

TO: Honorable Mayor and City Councilmen

FROM: Fred W. Poe, Assistant City Manager

SUBJECT: Preliminary Plats

Preliminary plats for both items 3b and 4b were sent to you earlier. We have no objections to preliminary approval of these plats, but do have some reservations about final approval. The street to serve Epoch Properties to the west of these two plats has never been dedicated. Apparently these two plats abut at approximately the point the street was planned to cross this property. We have been told that their attorney is working on the dedication and it should be in our hands by Monday or Tuesday.

Perhaps this point can be cleared by your approving the preliminary plats subject to the street dedication if we have not received the proper instruments by Council meeting time.

#23 & 24

75-378

July 17, 1975

TO: Honorable Mayor and City Councilmen

FROM: Fred W. Poe, Assistant City Manager

SUBJECT: Second Readings on Zone Changes

These two items are for second reading. We know of no additional information being requested following the first reading. However, we would like to point out one particular item of concern.

As you know, the street that is platted between these two tracts extends westward to connect with a street on the Epoch property recently rezoned. At the first hearing we had received an instrument concerning the street dedication which Mr. Nuessle had not had the opportunity to read prior to the meeting. Since that time he has read the instrument and it does not give the type of street dedication that we require. Mr. Nuessle has been in contact with the attorney who prepared the instrument and has advised him of the corrections needed in order to make this a valid dedication for a public street. To date we have had no reply or corrected instrument from him. We have called Mr. Don Roderick's office yesterday and today, but have been unable to talk to him and he has not returned our call.

Since Mr. Roderick is the real estate agent selling the property and both sales are contingent upon rezoning, we wanted to advise him that we were going to recommend against approval of the ordinances on second reading until the proper street dedication instruments are received. We realize that this perhaps can be handled in the replatting process, but this can also lead to problems if they delay in their platting. Since they say they are willing to dedicate the street, we see no point in not giving the dedication at this time so that we don't have to secure it later. Therefore, our recommendation is that we not approve these ordinances for rezoning on second reading until the proper street dedication is received and approved by Mr. Nuessle. If we receive this prior to Council meeting time and everything is in order, we will at that time recommend approval.

#21

75-388

July 18, 1975

TO: Honorable Mayor and City Councilmen

FROM: Fred W. Poe, Assistant City Manager

SUBJECT: Bill Hickey's Zone Request

Mr. Hickey has asked that I advise you that at the public hearing he is going to ask for approval on an emergency basis. His reason will be that this is simply a minor amendment to the planned district and in effect does not change any of the pertinent points of the planned district ordinance. If this had not been in a planned district, no public hearing would have been required.

Mr. Hickey's tenant is anxious to occupy the building and he is anxious to begin construction. He was honest in saying that he did not believe that he would lose his prospective tenant if the second reading was required, but his request for an emergency was more on the basis of this being a rather insignificant change. Also, it will be three weeks until the next Council meeting plus the fact he has been before the Planning and Zoning and the City Council already on two different occasions for this one planned district.

pr

ORDINANCE NO. 6902

AN ORDINANCE AMENDING ORDINANCE NO. 4975 WHICH AMENDED ORDINANCE NO. 4934 WHICH CREATED A "PLANNED DISTRICT" FOR AN OFFICE DEVELOPMENT SO AS TO PROVIDE A NEW SITE PLAN FOR SAID "PLANNED DISTRICT"; 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 amendment of Ordinance No. 4975 which amended the "Planned District" created by Ordinance 4934 as set out hereinafter;

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

SECTION ONE. That a new site plan, attached hereto as Exhibit "B", is hereby substituted for the site plan marked as Exhibit "B" and attached to Ordinance No. 4975 which amended a "Planned District" for an Office Development created by Ordinance No. 4934.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be un-

constitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2.000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 10th day of January, A.D., 1989; and passed to second reading on motion of Council member Rendall, seconded by Council member Heck, by the following vote:

| | |
|---|---|
| Council members voting "AYE": | Rendall, Heck, Williams, Monaghan, Thomas, and Marcum |
| Council members voting "NAY": | None |

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Rendall, seconded by Council member Williams, on the 24th day of January, A.D., 1989, at a regular meeting of the City Council:

| | |
|---|---|
| Council members voting "AYE": | Rendall, Williams, Marcum, Heck, Monaghan, Thomas, and Corrales |
| Council members voting "NAY": | None |

PASSED AND APPROVED THIS 24th day of January, A.D., 1989.

Carroll M. Thomas

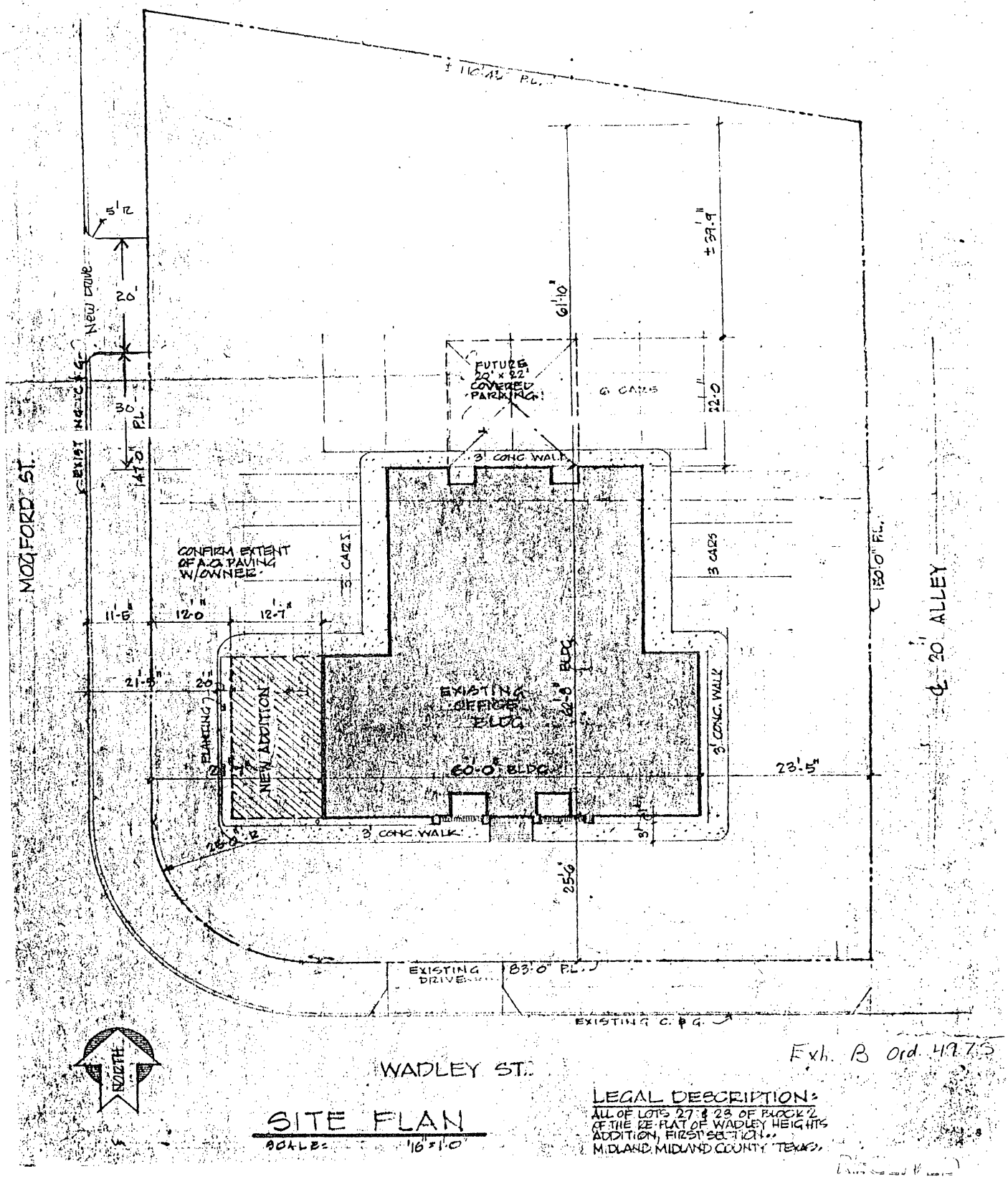
Carroll M. Thomas, Mayor

ATTEST:

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

David W. Reagan, City Attorney




Exh. B Ord. 4975

SITE PLAN

SCALE: 1" = 1'-0"

LEGAL DESCRIPTION:
ALL OF LOTS 27 & 28 OF BLOCK 2 OF THE RE-PLAT OF WADLEY HEIGHTS ADDITION, FIRST SECTION, MIDLAND, MIDLAND COUNTY, TEXAS.

SITE PLAN

JAN 10 1989
PLANNING & DEVELOPMENT
CITY OF MIDLAND

EXHIBIT B




State Farm
Eddy
Ohlenburg
Hosford
T & T
DONUTS


NATURAL FOODS
MARKET



# City Council Meeting

**Item Number:** 14

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Joseph Marynak, Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOTE BUSH DRIVE AND WEST INTERSTATE 20); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

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**Purpose:**

The applicant, Aaron Burrell, is requesting a zone change on a 15-acre tract of land located in Section 12, Block 40, T-2S, T&P RR Co. Survey to consolidate the zoning for the entire lot and to construct an automotive mechanic's shop.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Processing this request does not require any City funds.

**Discussion:**

**Current Zoning:**

BP, I-20 Business Park District, in part; RR, Regional Retail District, in part; and LI, Light Industrial District, in part.

**Surrounding Zoning and Land Use:**

The properties to the east are zoned BP, I-20 Business Park District and reside outside of the City limits, respectively, and the locations of vacant land. The property to the south is zoned LI, Light industrial District and the location of vacant land and dispersed single family housing. The properties to the west are zoned BP, I-20 Business Park District and LI, Light Industrial District and the locations of truck stop and a storage facility, respectively.

**Analysis:**

The applicant is proposing to construct an automotive mechanic's shop. This use is allowed in the BP, I-20 Business Park District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objections.

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

**Engineering: (Approved)**

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone A, which is a Special Flood Hazard Area subject where no base flood elevations has been determined.

For any property/structure within this floodplain, the base flood elevation will need to be determined through a detailed study or by a FEMA approved method.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

**Code: (Approved)**

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

**Planning:**

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Business Park I-20 uses, which specifically calls for the BP, I-20 Business Park zoning district.

This request was recommended for approval at the November 16, 2020 Planning and Zoning Commission meeting and approved at the January 12, 2021 City Council meeting.

Therefore, staff recommends approval of this zone change from BP, I-20 Business Park District, in part; RR, Regional Retail District, in part; and LI, Light Industrial District, in part; to BP, I-20 Business Park District, subject to condition A.

**Conditions:**

**A. That the use and development of this property shall conform to the regulations of the BP, I-20 Business Park District.**

**Letters of Objection:**

Staff has not received any letters of objection as of January 6, 2021.

**Attachments:**

Metes and Bounds Survey (Exhibit A)
Application
Maps
Warranty Deed



City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOTE BUSH DRIVE AND WEST INTERSTATE 20); 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 15-acre tract of land out of Section 12, Block 40, T-2-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 BP, I-20 Business Park 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 BP, I-20 Business Park District, in part, RR, Regional Retail District, in part, and LI, Light Industrial District, in part, to BP, I-20 Business Park 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

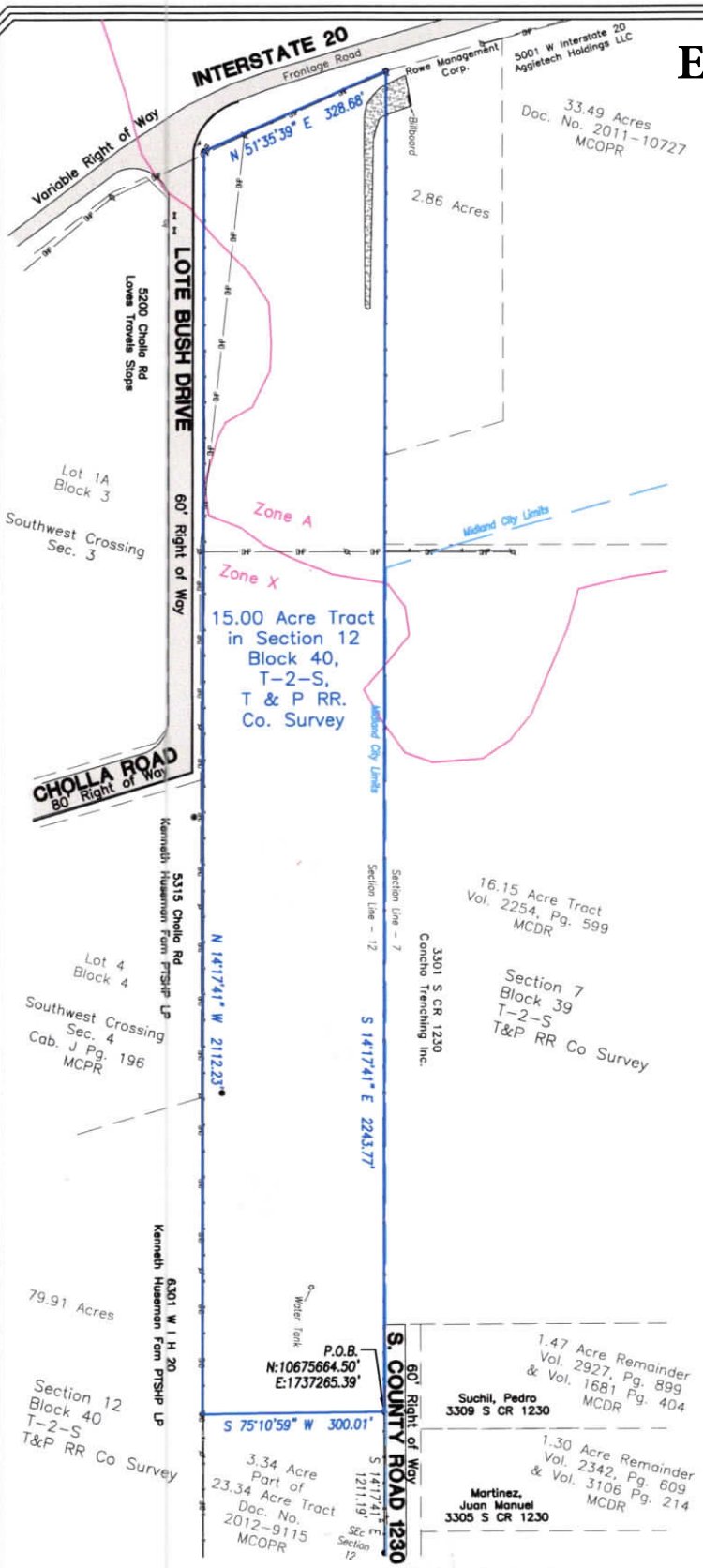
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

## ZONING EXHIBIT




Legal Description for Zoning:

Being a 15.00 Acre Tract of Land recorded in Document No. 2020-29364, Official Public Records, in Section 12, Block 40, T-2-S, T&P RR Co Survey, City of Midland, Midland County, Texas.

Beginning at (N:10675664.50', E:1737265.39') a 1/2" iron rod with cap marked "ASB 5689" set in the east line of said Section 12, the west line of Section 7, Block 39, T-2-S, and the west right of way line of South County Road 1230 for the southeast corner of this tract, whence a 1/2" iron rod found at the southeast corner of said Section 12 bears South 14°17'41" East, a distance of 1211.19 feet;

Thence South 75°10'59" West, a distance of 300.01 feet to a 1/2" iron rod set in the east line of a 79.91 acre remainder tract in said Section 12, being the southwest corner of this tract;

Thence North 14°17'41" West with the east line of said 79.91 acre remainder tract, passing the northeast corner of said 79.91 acre remainder tract and the southeast corner of Lot 4, Block 4, Southwest Crossing, Section 4, then passing the northeast corner of said Lot 4, Block 4 and the southeast corner of the intersection of Cholla Road and Lote Bush Drive, continuing with the east right of way line of said Lote Bush Drive for a total distance of 2112.23 feet to a 1/2" iron rod found in the south right of way line of Interstate 20 for the northwest corner of this tract;

Thence North 51°35'39" East with the south right of way line of said Interstate 20, a distance of 328.68 feet to a 1/2" iron rod found in the east line of said Section 12 and the west line of said Section 7 for the northeast corner of this tract;

Thence South 14°17'41" East with the east line of said Section 12 and the west line of said Section 7, passing the north end of said South County Road 1230, continuing with the west right of way line of said South County Road 1230 for a total distance of 2243.77 feet to the Point of Beginning.

Containing 15.00 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.

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey.

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

20 October 2020

*Aaron S. Burrell*
*Registered Professional Land Surveyor*
*Texas No. 5689*

OCT 20 2020

AARON BURRELL
LAND SURVEYORS, LLC.

**15.00 ACRE TRACT IN SECTION 12, BLOCK 40, T-2-S, T&P RR Co SURVEY, CITY & COUNTY OF MIDLAND, TEXAS.**

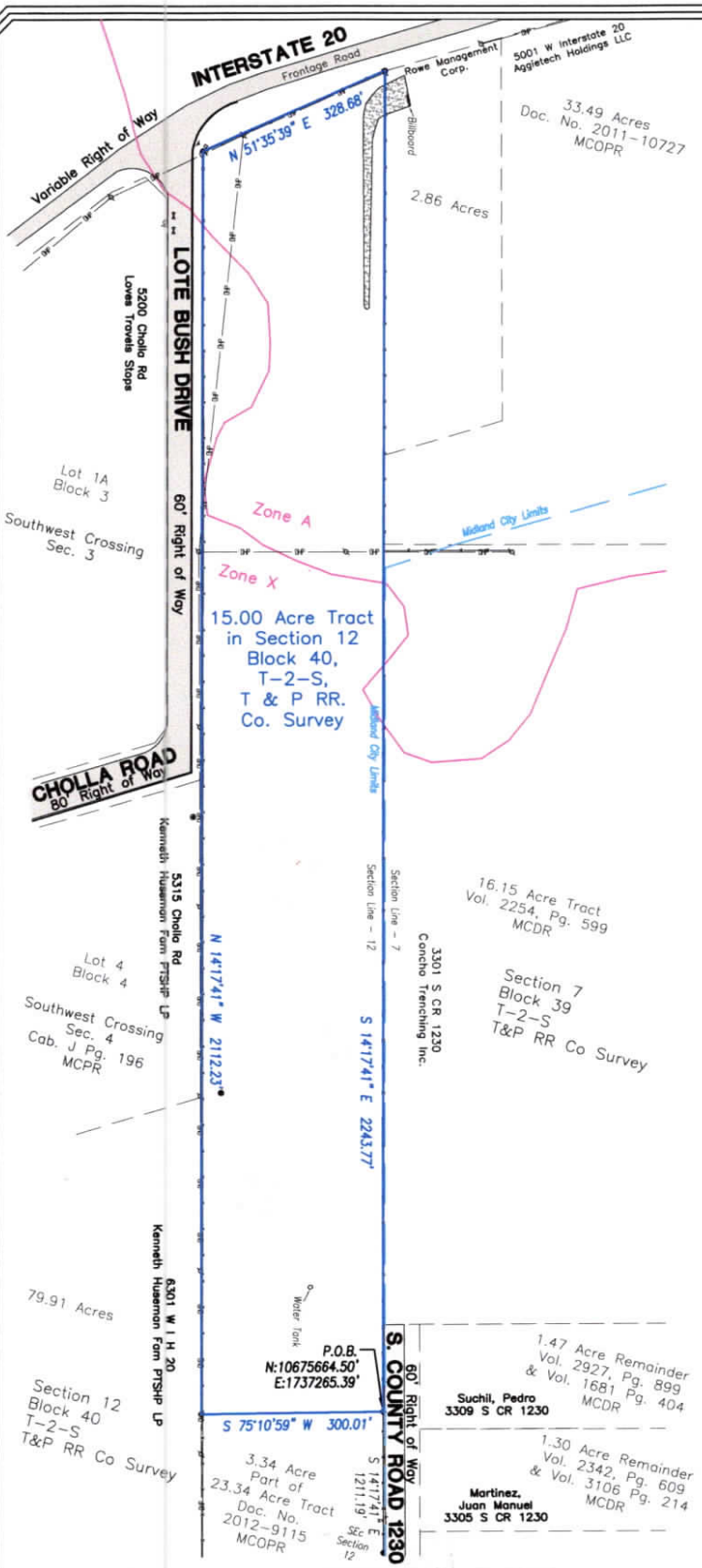

**Professional Land Surveying & Mapping**
**Aaron Burrell Land Surveyors, LLC**
**TBPLS Firm No. 10194217**
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
(432) 684-6428
www.asbsurveyors.com





PACKET January 26, 2021

# ZONING EXHIBIT




Legal Description for Zoning:

Being a 15.00 Acre Tract of Land recorded in Document No. 2020-29364, Official Public Records, in Section 12, Block 40, T-2-S, T&P RR Co Survey, City of Midland, Midland County, Texas.

Beginning at (N:10675664.50', E:1737265.39') a 1/2" iron rod with cap marked "ASB 5689" set in the east line of said Section 12, the west line of Section 7, Block 39, T-2-S, and the west right of way line of South County Road 1230 for the southeast corner of this tract, whence a 1/2" iron rod found at the southeast corner of said Section 12 bears South 14°17'41" East, a distance of 1211.19 feet;

Thence South 75°10'59" West, a distance of 300.01 feet to a 1/2" iron rod set in the east line of a 79.91 acre remainder tract in said Section 12, being the southwest corner of this tract;

Thence North 14°17'41" West with the east line of said 79.91 acre remainder tract, passing the northeast corner of said 79.91 acre remainder tract and the southeast corner of Lot 4, Block 4, Southwest Crossing, Section 4, then passing the northeast corner of said Lot 4, Block 4 and the southeast corner of the intersection of Cholla Road and Lote Bush Drive, continuing with the east right of way line of said Lote Bush Drive for a total distance of 2112.23 feet to a 1/2" iron rod found in the south right of way line of Interstate 20 for the northwest corner of this tract;

Thence North 51°35'39" East with the south right of way line of said Interstate 20, a distance of 328.68 feet to a 1/2" iron rod found in the east line of said Section 12 and the west line of said Section 7 for the northeast corner of this tract;

Thence South 14°17'41" East with the east line of said Section 12 and the west line of said Section 7, passing the north end of said South County Road 1230, continuing with the west right of way line of said South County Road 1230 for a total distance of 2243.77 feet to the Point of Beginning.

Containing 15.00 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.

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey.

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

20 October 2020

*Aaron S. Burrell*
*Registered Professional Land Surveyor*
*Texas No. 5689*

OCT 20 2020

AARON BURRELL
LAND SURVEYORS, LLC.

**15.00 ACRE TRACT IN SECTION 12, BLOCK 40, T-2-S, T&P RR Co SURVEY, CITY & COUNTY OF MIDLAND, TEXAS.**


**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) 684-6428
www.asbsurveyors.com





PACKET January 26, 2021

MIDLAND Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: Z-20-0200

Case Number:

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: Aaron Burrell | | Phone (432) 848-4439<br>Email aaron@asbsurveyors.com | |
| Address 415 W Wall St. #204 | City Midland | State TX | Zip 79701 |
| **Property Owner**<br>Printed Name: Ramon & Marina Villalobos | | Phone (432) 230-6018<br>Email | |
| Address 4504 Pasadena Dr. | City Midland | State TX | Zip 79703 |
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm:<br>Printed Name: | | Phone ( )<br>Email | |
| Address | City | State | Zip |

**Street Address:** South Frontage Interstate 20

**Legal Description**
Lot: N/A Block: Subdivision: 15.00 Acres in Section 12, Block 40, T-2-S.

| | |
|---|---|
| **Current Zoning:** Mixed BP/RR/LI | **Proposed Zone:** BP<br>*(List by tracts if more than one district is requested)* |

**Reason for Zone Change Request:** To have only one zone.

**Present Use of Property:** Vacant

**Proposed Use of Property:** Auto Mechanic

**How would this zone change affect the public health, safety and welfare?** It would not

**Describe how conditions affecting the property have changed since present zoning designation:** N/A

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
OCT 20 2020
BY: .....

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): Aaron Burrell | Date: 10-20-20 |
| Applicant (printed): Aaron Burrell | |
| Property Owner (signature): Ramon Villalobos | Date: 10-12-20 |
| Property Owner (printed) : Ramon Villalobos | |

*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 Aaron Burrell who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Ramon Villalobos 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.

Aaron Burrell
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20 day of October, 2020, to certify which witness my hand and seal of office.

Kaylie Kirkpatrick
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

KAYLIE KIRKPATRICK
COMM. EXPIRES 6-21-2022
NOTARY ID 13161447-6

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☑ Application Fee | ☑ Plans in Digital Format (PDF/JPEG) |
| Check # 1016 | |
| Received By: ES | Date: RECEIVED OCT 20 2020 |
| | BY: |



****Application will not be considered for scheduling until reviewed by a planner.****

# Warranty Deed with Vendor's Lien

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

**Date:** October 1, 2020

**Grantor:** Carlos S. Urias and spouse AnaBell M. Urias

**Grantee:** Ramon Villalobos and spouse Marina Villalobos

**Grantee's Mailing Address (including county):**

4504 Pasadena Dr
Midland, Midland County, Texas 79703

**Consideration:**

For and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is agreed and confessed, and by these presents do hereby grant, sell, and convey.

A note of even date executed by Grantee, payable to the order of Carlos S. Urias and spouse AnaBell M. Urias, in the principal amount of SEVEN HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($725,000.00). This note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Grantor and by a first-lien deed of trust of even date from Grantee to Leah Martin, Trustee.

**Property (including any improvements):**

BEING A 15.0 ACRE TRACT OF LAND IN A 23.34 ACRE TRACT RECORDED IN DOCUMENT NO. 2012-9115, OFFICIAL PUBLIC RECORDS, IN SECTION 12, BLOCK 40, T-2-S, T&P RR CO SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

BEGINNING AT (N:10675664.50', E: 1737265.39') A ½" IRON ROD WITH CAP MARKED "ASB 5689" SET IN THE EAST LINE OF SAID SECTION 12, THE WEST LINE OF SECTION 7, BLOCK 39, T-2-S, AND THE WEST RIGHT OF WAY LINE OF SOUTH COUNTY ROAD 1230 FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 12 BEARS SOUTH 14°17'41" EAST, A DISTANCE OF 1211.19 FEET;

THENCE SOUTH 75°10'59" WEST ACROSS SAID 23.34 ACRE TRACT, A DISTANCE OF 300.01 FEET TO A ½" IRON ROD SET IN THE WEST LINE OF SAID 23.34 ACRE TRACT AND THE EAST LINE OF A 79.91 ACRE REMAINDER TRACT IN SAID SECTION 12, BEING THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°17'41" WEST WITH THE WEST LINE OF SAID 23.34 ACRE TRACT AND THE EAST LINE OF SAID 79.91 ACRE REMAINDER TRACT, PASSING THE NORTHEAST CORNER OF SAID 79.91 ACRE REMAINDER TRACT, PASSING THE NORTHEAST CORNER OF SAID 79.91 ACRE REMAINDER TRACT AND THE SOUTHEAST CORNER OF LOT 4, BLOCK 4, SOUTHWEST

CROSSING, SECTION 4, THEN PASSING THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 4 AND THE SOUTHEAST CORNER OF THE INTERSECTION OF CHOLLA ROAD AND LOTE BUSH DRIVE, CONTINUINING WITH THE EAST RIGHT OF WAY LINE OF SAID LOTE BUSH DRIVE FOR A TOTAL DISTANCE OF 2112.23 FEET TO A ½" IRON ROD FOUND IN THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 20 AT THE NORTHWEST CORNER OF SAID 23.34 ACRE TRACT, BEING THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 51°35'39" EAST WITH THE SOUTH RIGHT OF WAY LINE OF SAID INTERSTATE 20, A DISTANCE OF 328.68 FEET TO A ½" IRON ROD FOUND IN THE EAST LINE OF SAID SECTION 12 AND THE WEST LINE OF SAID SECTION 7 AT THE NORTHEAST CORNER OF SAID 23.34 ACRE TRACT, BEING THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°17'41" EAST WITH THE EAST LINE OF SAID SECTION 12 AND THE WEST LINE OF SAID SECTION 7, PASSING THE NORTH END OF SAID SOUTH COUNTY ROAD 1230, CONTINUING WITH THE WEST RIGHT OF WAY LINE OF SAID SOUTH COUNTY ROAD 1230 FOR A TOTAL DISTANCE OF 2243.77 FEET TO THE POINT OF BEGINNING,

CONTAINING 15.00 ACRES OF LAND

**Exceptions to Conveyance and Warranty:**

All oil, gas and other minerals in, on or under said land reserved by prior grantors. Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Property; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2020 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located recorded in the Official Records of Midland County, Texas; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; and homestead or community property or survivorship rights, if any, of any spouse of Grantor.

**Restrictions:**

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Midland County, Texas.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

**Expressed Vendor's Lien:**

But it is expressly agreed and stipulated that the Vendor's Lien and superior title in and to the above-described premises, is retained against the above-described property, premises, and improvements until the above

described note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute. Delma Castillo, (Lender), at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described Note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

When the context requires, singular nouns and pronouns include the plural.

Carlos S. Urias

Carlos S. Urias

Anabell M. Urias

AnaBell M. Urias

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 15th day of October, 2020 by Carlos S. Urias and spouse AnaBell M. Urias.

JOHN BRIAN MARTIN
My Notary ID # 6300567
Expires May 16, 2024

NOTARY PUBLIC, STATE OF TEXAS

"J. Brian Martin and the Law Office of J. Brian Martin does not warrant title herein described in any way since a title examination has been declined by the parties hereto and the information about the legal description and capacity of the parties has been provided only by the parties and not an independent title professional."

**Midland County**
**Alison Haley**
**Midland County**
**Clerk**

---

**Instrument Number:** 29364

eRecording - Real Property

Recorded On: October 02, 2020 08:42 AM

Number of Pages: 4

---

**" Examined and Charged as Follows: "**

Total Recording: $34.00

---

********** **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: | 29364 |
| Receipt Number: | 20201002000007 |
| Recorded Date/Time: | October 02, 2020 08:42 AM |
| User: | Clarisa S |
| Station: | cc10297 |

**Record and Return To:**

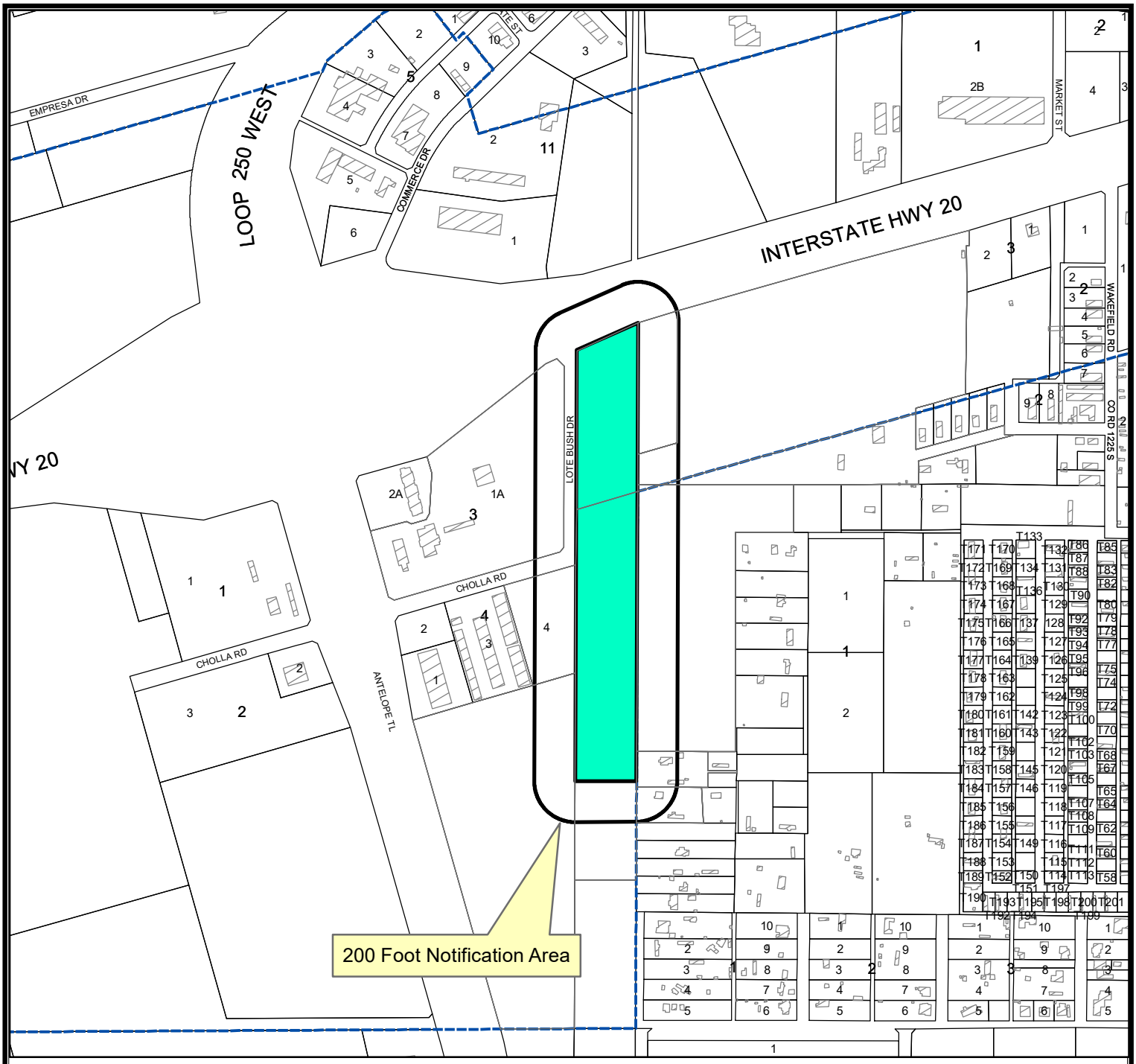
eRecording Partners

---

**STATE OF TEXAS**
**COUNTY OF MIDLAND**

**I hereby certify that this Instrument was** FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Midland County, Texas.**

Alison Haley
Midland County Clerk
Midland County, TX




# LOCATION MAP

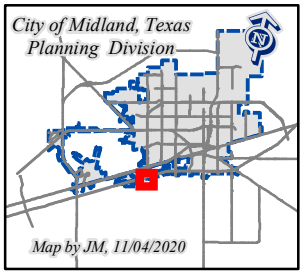
**Z-20-0200** **Scale: 1" = 700'**

Consider a request by Aaron Burrell for a zone change from BP, I-20 Business Park District, in part; RR, Regional Retail District, in part; and LI, Light Industrial District, in part; to BP, I-20 Business Park on a 15-acre tract of land located in Section 12, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas.

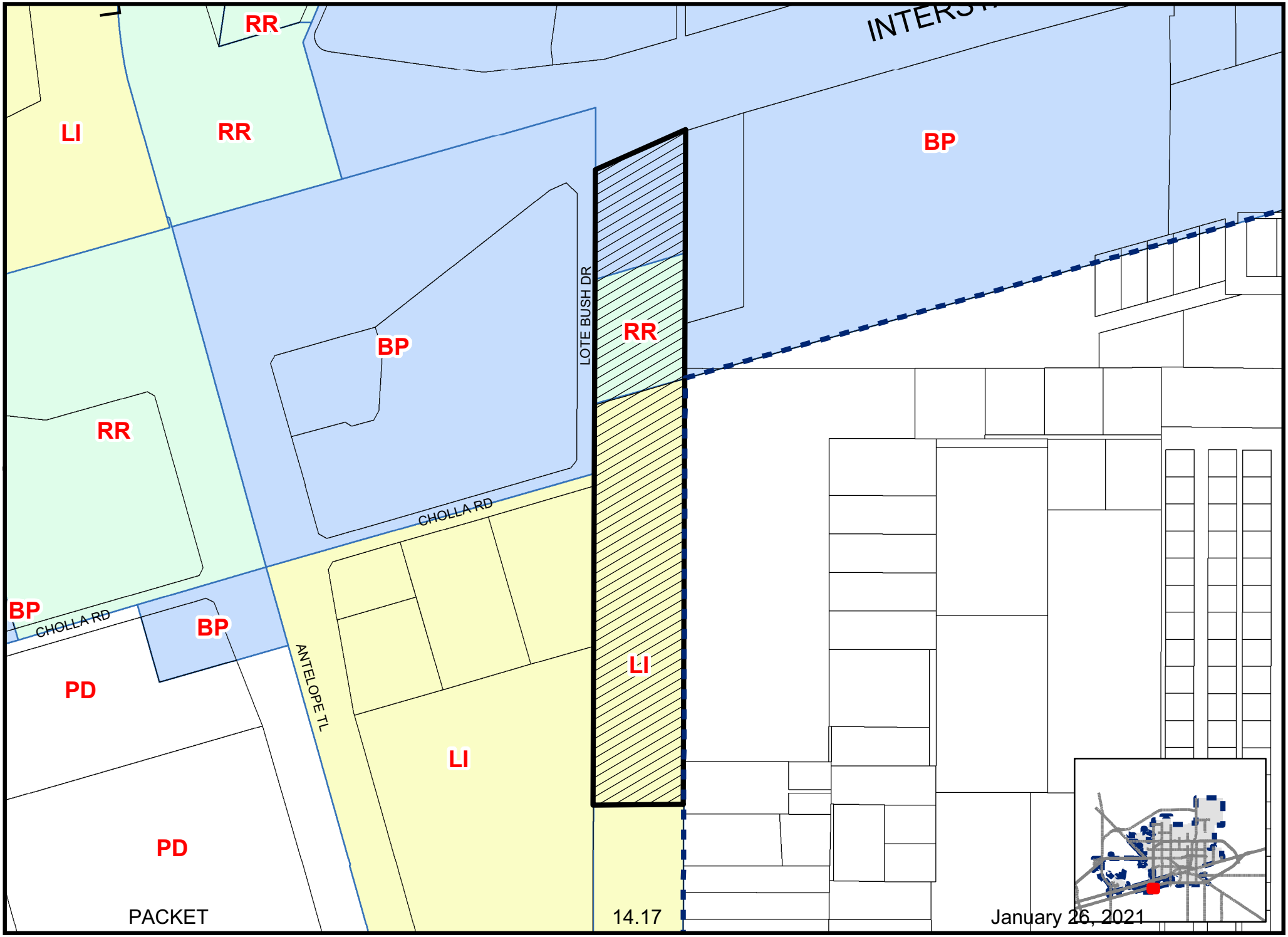
Generally located on the southeast corner of the intersection of Lote Bush Drive and West Interstate 20. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By JM, 11/04/2020*

**Z-20-0200**

**Scale: 1" = 400'**

# 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.









# City Council Meeting

**Item Number:** 15

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Joseph Marynak, Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,295-SQUARE FOOT PORTION OF LOT 3, LESS THE EAST 2.14 ACRES, BLOCK 15A, OXFORD HEIGHTS, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ILLINOIS AVENUE, APPROXIMATELY 800 FEET EAST OF NORTH MIDLAND 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 (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Angelia Govan, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a restaurant, for Doris J's Kitchen, located at 4200 West Illinois Avenue, Suite # 160.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Processing this request does not require any City funds.

**Discussion:**

**Current Zoning:**

RR, Regional Retail District.

**Surrounding Zoning and Land Use:**

The properties to the north and west are zoned RR, Regional Retail District and the locations of a storage facility and a shopping center, respectively. The property to the east is zoned PD, Planned Development District for a Housing Development (Ordinance No. 9051) and the location of an apartment complex. The property to the south is zoned O-1, Office District, and the location of a church.

**Analysis:**

This property is located in the RR, Regional Retail District, which allows for the sale and on-premises consumption of alcoholic beverages with the approval of a specific use designation with term.

The site is located at 4200 West Illinois Avenue, Suite #160, and does not currently have a Specific Use Designation for the sale and on premises consumption of alcoholic beverages. The site currently has adequate parking and restroom facilities. The proposed hours of operation are the following:

**Thursday through Saturday from 11:00 a.m. to 8:00 p.m.**
**Sunday from 11:00 a.m. to 4:00 p.m.**

The applicant is requesting the same hours for alcohol service for Thursday through Saturday and no alcohol service on Sunday. The sale and on-premises consumption of alcoholic beverages will be limited to a 2,316 square foot area, which includes the dining area.

Per Midland City Code 5.4.4. –Prohibited place of business

*The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.*

There are no churches, private schools, public schools, public school grounds, athletic stadium, or public hospitals within 300 feet measurement from the front door in a direct line across intersection where they occur within this site. Along the property lines, there is a church which lies approximately 80 feet south of the restaurant's property, however, the front door to front door measurement for these locations is approximately 470 feet.

This project has been circulated to all City departments for review. Below are the department

comments.

**Fire: (Approved)**

No objections.

**Engineering: (Approved)**

No objection.

**Transportation: (Approved)**

No objection.

**Building Code: (Approved)**

The SUD for is Doris J's Kitchen is acceptable. The property must adhere to the current maximum occupant load of 98. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

**Planning:**

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Doris J's Kitchen will create a vibrant atmosphere where residents can feel relaxed and enjoy drinks with their meals.

This request was recommended for approval at the December 7, 2020 Planning and Zoning Commission meeting and approved at the January 12, 2021 City Council meeting.

This request meets all requirements; therefore, staff recommends approval of the request for a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

**Conditions:**

**A. That the serviceable area of the restaurant shall be limited to approximately 2,316 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

**B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

**C. That the establishment shall meet all requirements of the Fire Department and Code Administration.**

**D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

**E. That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

**Thursday through Saturday from 11:00 a.m. to 8:00 p.m.**

**F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

**G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

**Letters of Objection:**

As of January 6, 2021, staff has not received any letters of objection.

**Attachments:**

Floor Plan (Exhibit A)
Application
Maps

Robert Patrick

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 5,295-SQUARE FOOT PORTION OF LOT 3, LESS THE EAST 2.14 ACRES, BLOCK 15A, OXFORD HEIGHTS, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ILLINOIS AVENUE, APPROXIMATELY 800 FEET EAST OF NORTH MIDLAND 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 5,295-square foot portion of Lot 3, less the east 2.14 acres, Block 15A, Oxford Heights, Section 7, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

**SECTION ONE.** That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present 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 2,316 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 Thursday through Saturday from 11:00 a.m. to 8:00 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 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 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

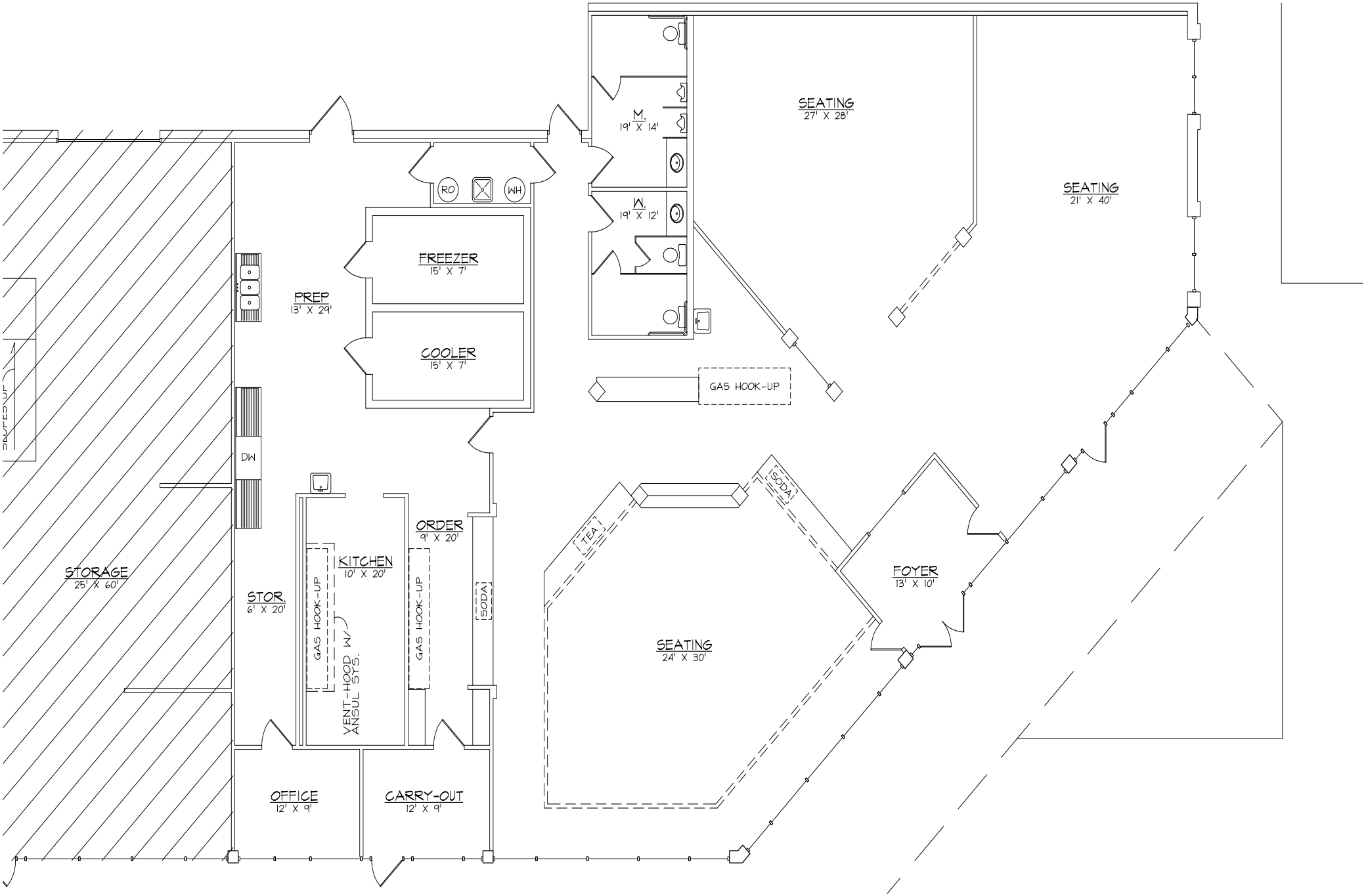
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney




PREPARED BY:

J M DRAFTING & DESIGN

Email: jmertin@gmail.com Cell: (432) 425-5297

AS-BUILT DRAWING FOR: PACKET

# WESTWOOD VILLAGE

4310 WEST ILLINOIS AVENUE

MIDLAND TEXAS

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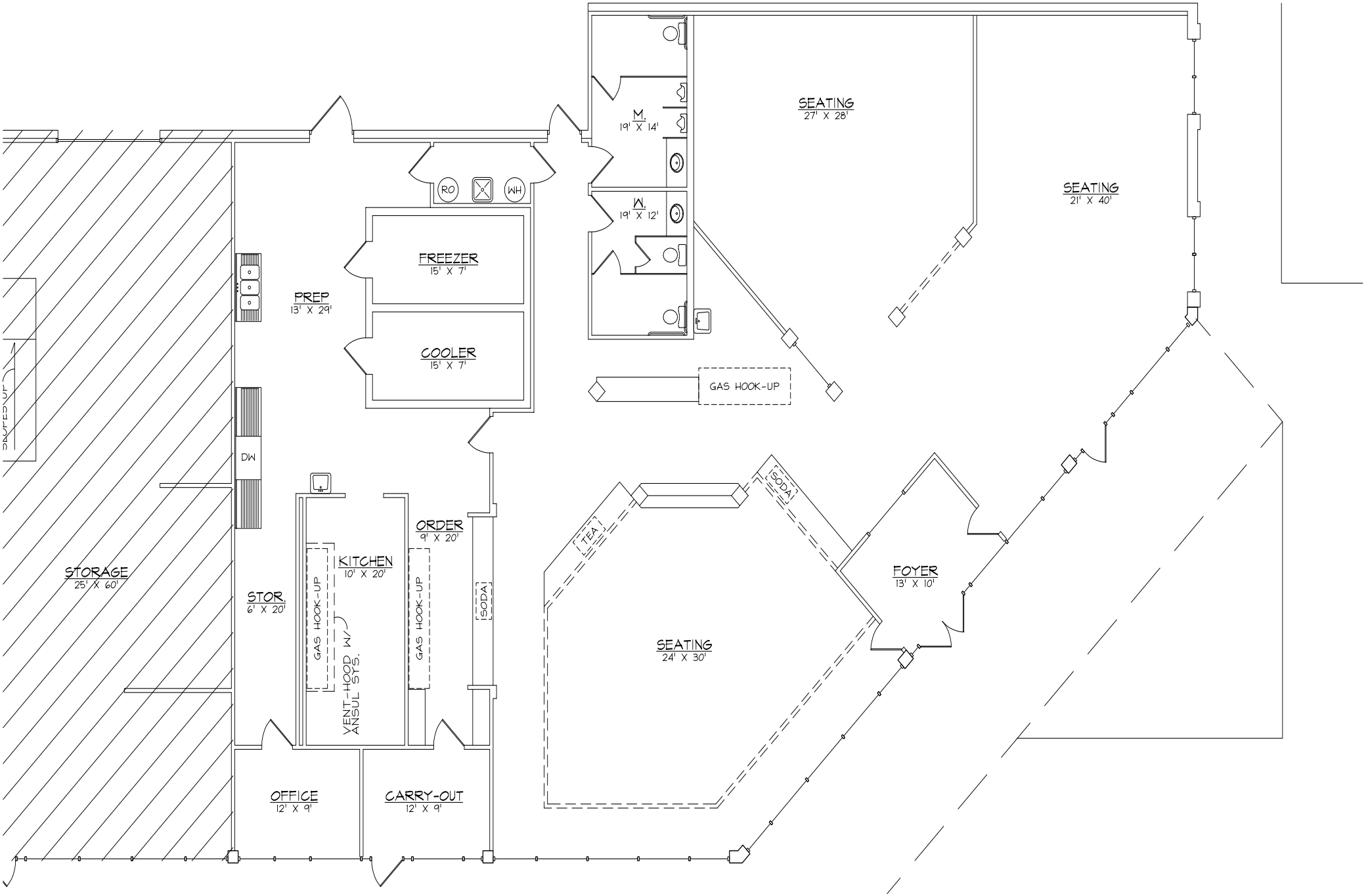
DATE:
MAR. 25, 2020
DWG2020/LMB/Westwood-2020-AI
JOB # JM20011

A1.9 AS-BUILT FLOOR PLAN

5,295 SQ. FT. 1/8" = 1'-0"

January 26, 2021

**EXHIBIT "A"**




PREPARED BY:

J M DRAFTING & DESIGN

Email: jmertin@gmail.com Cell: (432) 425-5297

AS-BUILT DRAWING FOR:

PACKET

WESTWOOD VILLAGE

4310 WEST ILLINOIS AVENUE

MIDLAND TEXAS

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DATE:
MAR. 25, 2020
DWG2020/LMB/Westwood-2020-AI
JOB # JM20011

A1 AS-BUILT FLOOR PLAN

5,295 SQ. FT. 1/8" = 1'-0"

MIDLAND
Planning Division

**Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption**

Project Number: SUP-20-0088

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Angelia Govan | | Phone (432) 260-8646 Email adgovan@gmail.com | |
|---|---|---|---|
| Address 1611 English DR. | City Midland | State TX | Zip 79705 |

| **Property Owner** Printed Name: EMB Texas Venture c/o LMB Group Ltd. | | Phone (432) 686-2800 Email info@lmbgroup.com | |
|---|---|---|---|
| Address 3300 N.A St.bldg 5 suite 100 | 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:** 4200 W Illinois #160

**Business Name:** Doris J's Kitchen

**Legal Description**
Lot: 160 Block: 4200 Subdivision: West Village

**Current Zoning:** commerical

**Reason for Request:** Beer and wine license

**Type of Business** *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

**Proposed/Current Days and Hours of Operation:** Thursday-Saturday 11am-8pm, Sunday 11-4

**Proposed Days and Hours of Alcohol Service:** Thursday-Saturday 11am-8pm

**Total Square Footage of Business:** 5000

**Square Footage of Alcohol Serviceable Area:** 500

| **Restroom Fixtures:** | | | |
|---|---|---|---|
| | *Men* | **Toilets/Urinals:** 1 / 2 | **Bathroom Sinks:** 1 |
| | *Women* | **Toilets:** 2 | **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): angelia govan | Date: 10/24/20 |
| Applicant (printed): Angelia Govan | |
| Property Owner (signature): | Date: 10/24/20 |
| Property Owner (printed): Bill Courtney EMB Texas Venture | |

*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 William E. Courtney who, being by me duly sworn, upon oath says: That (s)he is authorized by EMB Texas Venture, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 28th day of October, 20 20, to certify which witness my hand and seal of office.

INAS SAYAGE
COMM. #2300217
Notary Public · California
Alameda County
My Comm. Expires Aug. 4, 2023

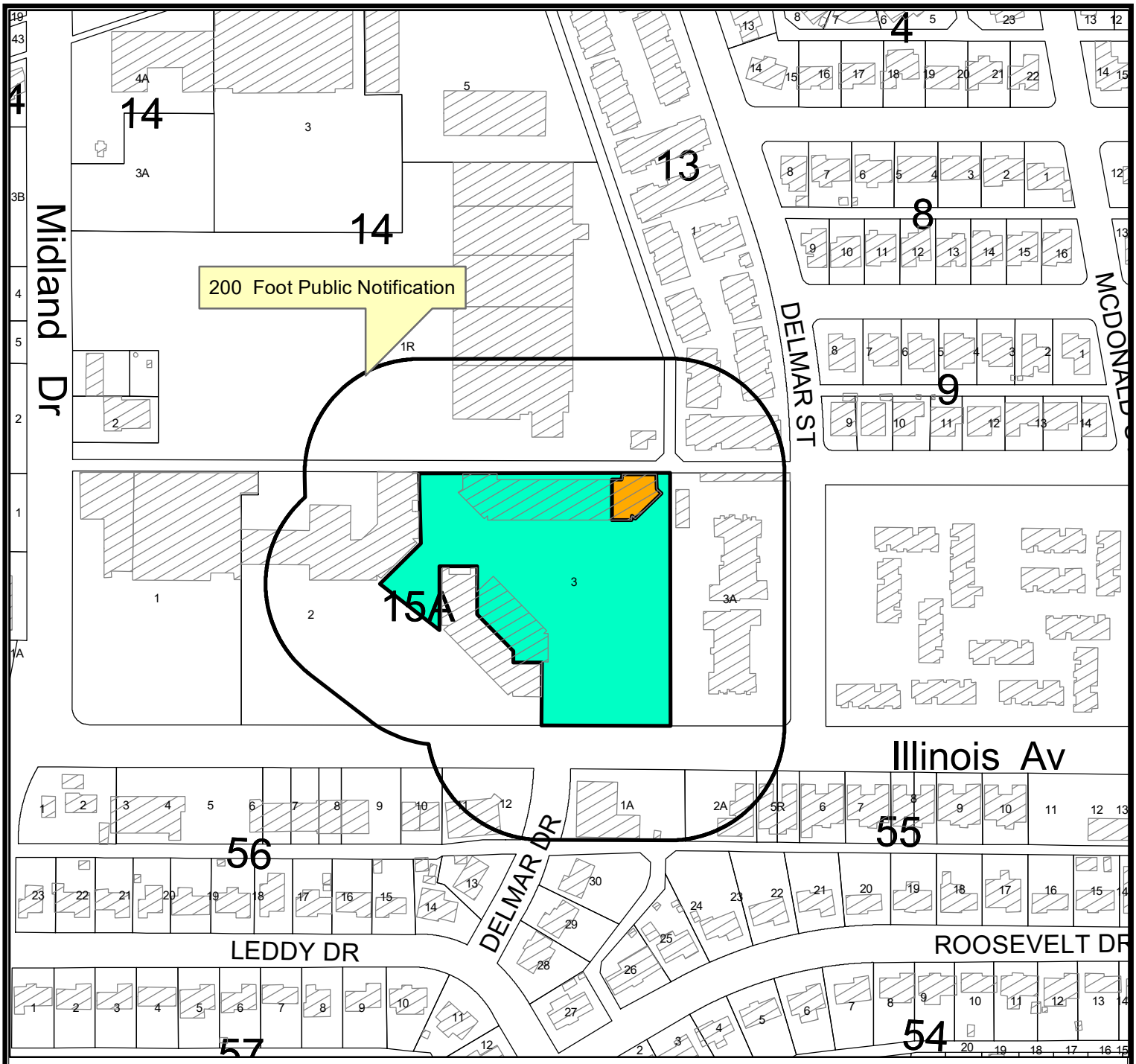
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**Application will not be considered for scheduling until reviewed by Planner.**

| FOR OFFICE USE ONLY | |
|---|---|
| ☐ Property Owner Authorization | ☐ Dimensioned Floor Plan |
| ☐ Application Fee | ☐ Site Plan |
| Check #_____ | ☐ Plans in Digital Format (PDF/JPEG) |
| Received By:_____ | Date:_____ |



****Application will not be considered for scheduling until reviewed by a planner.****



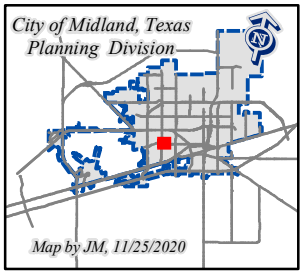

# LOCATION MAP

**SUD-20-0088** **Scale: 1" = 250'**

Hold a public hearing and consider a request by Angelia Govan, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 5,000 square foot portion of Lot 3, Block 15a, Oxford Heights, Section 7, City and County of Midland, Texas.
Generally located on the north side of West Illinois Avenue approximately 800 feet east of North Midland Drive. (Council District 4) PACKET 15.14

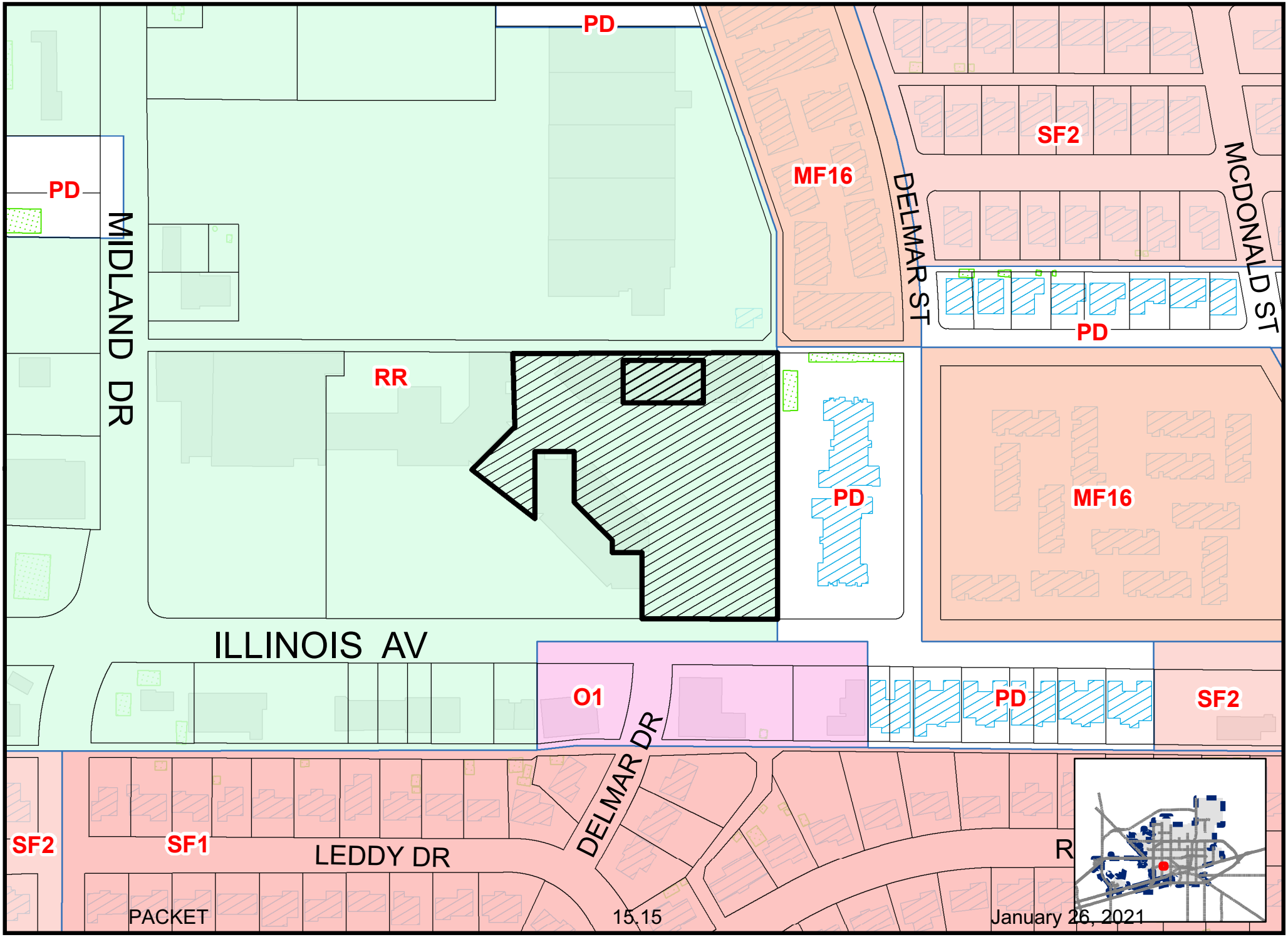
**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




January 26, 2021

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Map By JM, 11/24/2020

**SUD-20-0088**

**Scale: 1" = 200'**

# ZONING MAP

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ICE
PURIFIED
ICE

SPACE
AVAILABLE
LMB
REAL ESTATE GROUP
570-9020

SEED
The SEED Church



# City Council Meeting

**Item Number:** 16

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Joseph Marynak, Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 194, SOUTHERN ADDITION, AND LOT 3, BLOCK 2, SOUTH PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH JEFFERSON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST FLORIDA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Jose Chavez, is requesting to rezone the properties located at 907 and 909 S. Jefferson Street for the purposes of re-platting and for construction of single family homes.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Processing this request does not require any City funds.

**Discussion:**

**Current Zoning:**

SF-2, Single Family Dwelling District.

**Surrounding Zoning and Land Use:**

The properties to the north and east are zoned RR, Regional Retail District and the locations of vacant land and a Dollar General, respectively. The properties to the south and west are zoned SF-2, Single Family Dwelling District and the locations of vacant land and single family housing, respectively.

**Analysis:**

The properties are located at 907 and 909 S. Jefferson Street and are currently zoned SF-2, Single Family Dwelling District. The applicant is currently re-platting these lots because of their odd shape and non-conformance with the zoning ordinance. Straightening the lot line results in a lot width that does not meet the 65 feet required of the current dwelling district. Changing the zoning of this property to SF-3, Single Family Dwelling District will bring these lots into conformance with the current zoning ordinance. Additionally, the surrounding residential properties do not meet the lot width standard for the SF-2, Single Family Dwelling District either. The properties in question are in the process of being re-platted to match the lot widths of surrounding lots.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No comments.

**Building: (Approved)**

No objection.

**Engineering: (Approved)**

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

**Code: (Approved)**

No Oil or Gas issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

**Planning:**

This proposed development fits with Chapter 3, An Integrated Land Use Vision, Future Land Use Map of the Tall City Tomorrow comprehensive plan as this area calls for Urban Medium uses. This designation serves to connect commercial, office, and mixed-use areas with residential uses. Therefore, the construction of single family housing at this location is in conformance with the recommendations of the Tall City Tomorrow plan as it provides for the integration of uses.

This request was recommended for approval at the December 7, 2020 Planning and Zoning Commission Meeting and approved at the January 12, 2021 City Council meeting.

Staff recommends approval of this zone change from SF-2, Single Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

**Conditions:**

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.**

**Letters of Objection:**

Staff has not received any letters of objection as of January 6, 2021.

**Attachments:**

Application
Maps
Proposed Plat of Southern Addition, Section 19

Robert Patrick

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 194, SOUTHERN ADDITION, AND LOT 3, BLOCK 2, SOUTH PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH JEFFERSON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST FLORIDA 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 194, Southern Addition, and Lot 3, Block 2, South Park 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 SF-2, Single-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., 2021; 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., 2021, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: 2-20-0205

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Eduardo Aleman | | Phone ( 432 ) 254-0327 Email ealeman@schumannonline.net | |
|---|---|---|---|
| Address | City | State | Zip |

| **Property Owner** Printed Name: Jose Chavez | | Phone ( 432 ) 254-0327 Email 432 254-0327 | |
|---|---|---|---|
| Address 1611 North Lamesa Road | City Midland | State TX | Zip 79705 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: Schumann Engineering Printed Name: Eduardo Aleman | | Phone ( 432 ) 254-0327 Email | |
|---|---|---|---|
| Address 800 N. Marienfeld Suite 100 | City Midland | State TX | Zip 79701 |

**Street Address:** 907 & 909 South Jefferson

**Legal Description**
Lot: 3 Block: 4 Subdivision: Southern Section 19

| **Current Zoning:** SF-2 | **Proposed Zone:** SF-3 *(List by tracts if more than one district is requested)* |
|---|---|

**Reason for Zone Change Request:** To meet minimum lot width requirements

**Present Use of Property:** Vacant

**Proposed Use of Property:** Residence

**How would this zone change affect the public health, safety and welfare?**

**Describe how conditions affecting the property have changed since present zoning designation:**

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): Eduardo L Aleman | Date: 11/10/2020 |
| Applicant (printed): Eduardo L. Aleman | |
| Property Owner (signature): | Date: 11/10/2020 |
| Property Owner (printed) : Jose Chavez | |

*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 Eduardo Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Jose Chavez, 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.

Eduardo L Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 10th day of November, 20 20, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

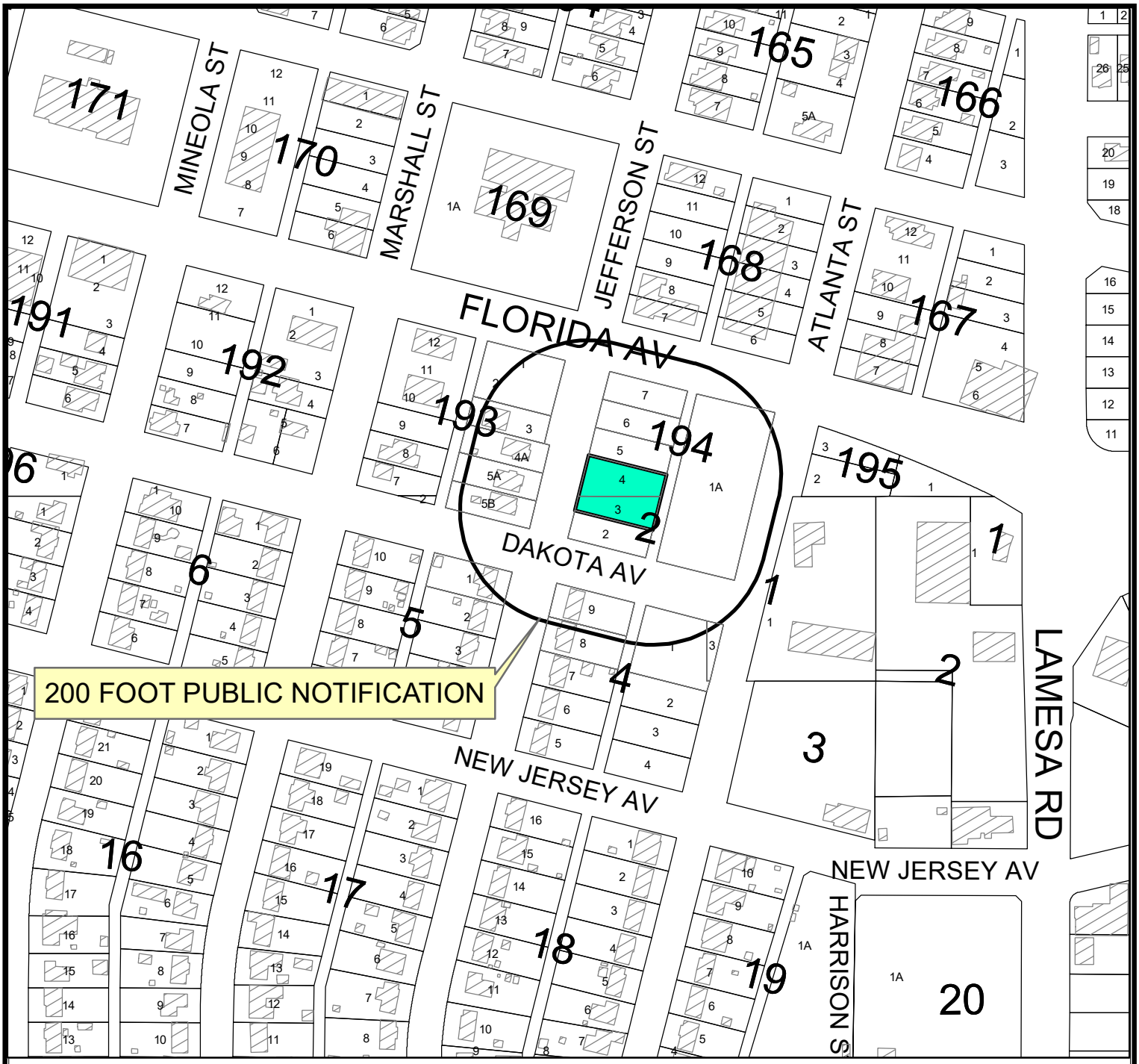
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☑ Application Fee | ☐ Plans in Digital Format (PDF/JPEG) |
| Check # 1451 | |
| Received By: Joseph Maryonek | Date: RECEIVED NOV 13 2020 By: |



****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

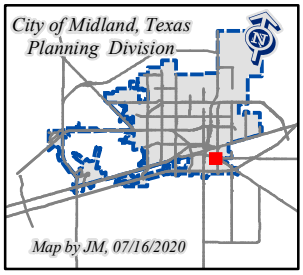
**Z-20-0205** **Scale: 1" = 250'**

Consier a request by Jose Chavez, for a zone change from SF-2, Single Family Dwelling District to SF-3, Single Family Dwelling District on Lot 4, Block 194, Southern Addition, and Lot 3, Block 2, South Park Addition, City and County of Midland, Texas.

Generally located on the east side of South Jefferson Street, approximately 150 feet south of East Florida Avenue. (Council District 2)

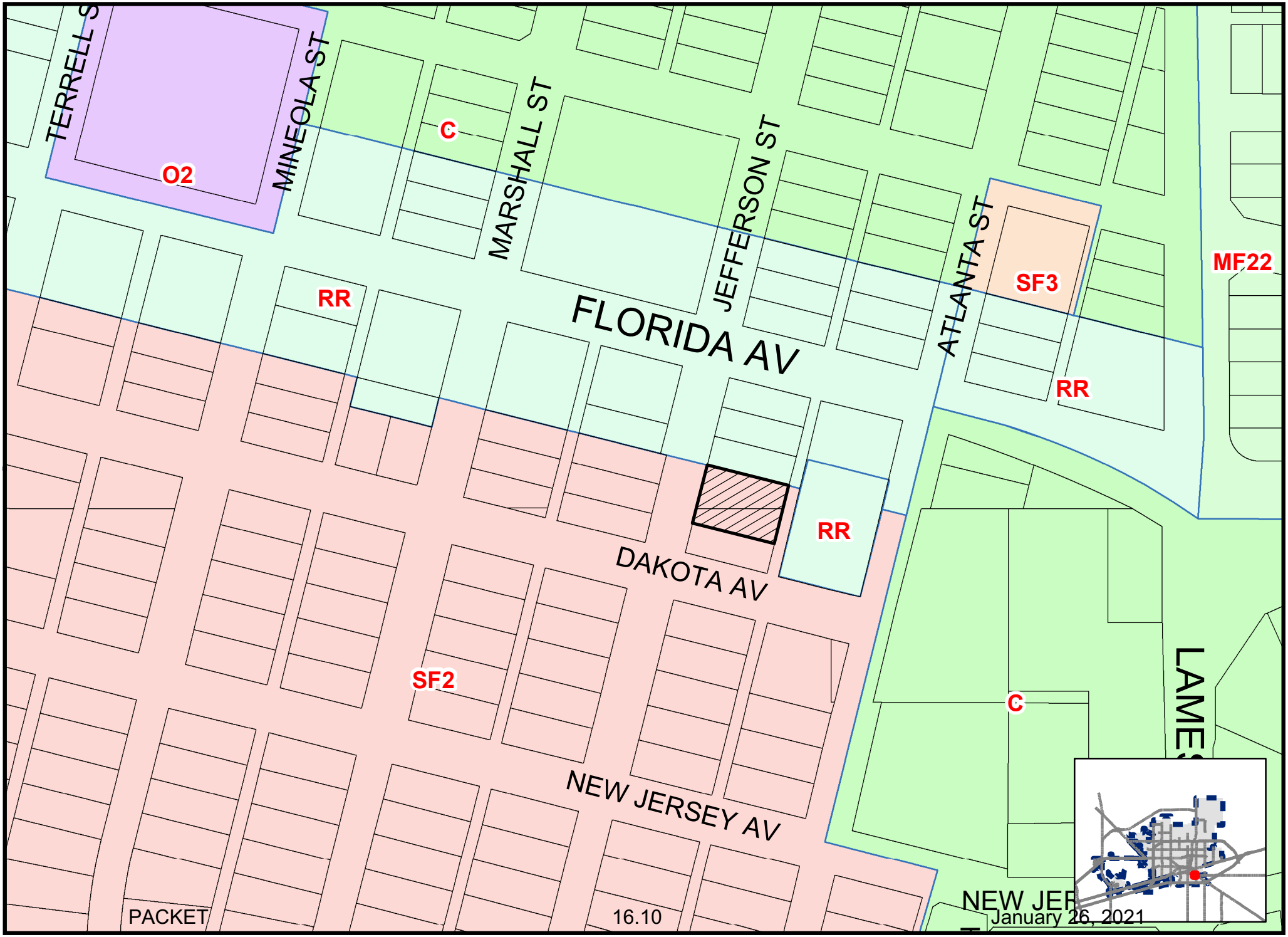
**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




January 26, 2021

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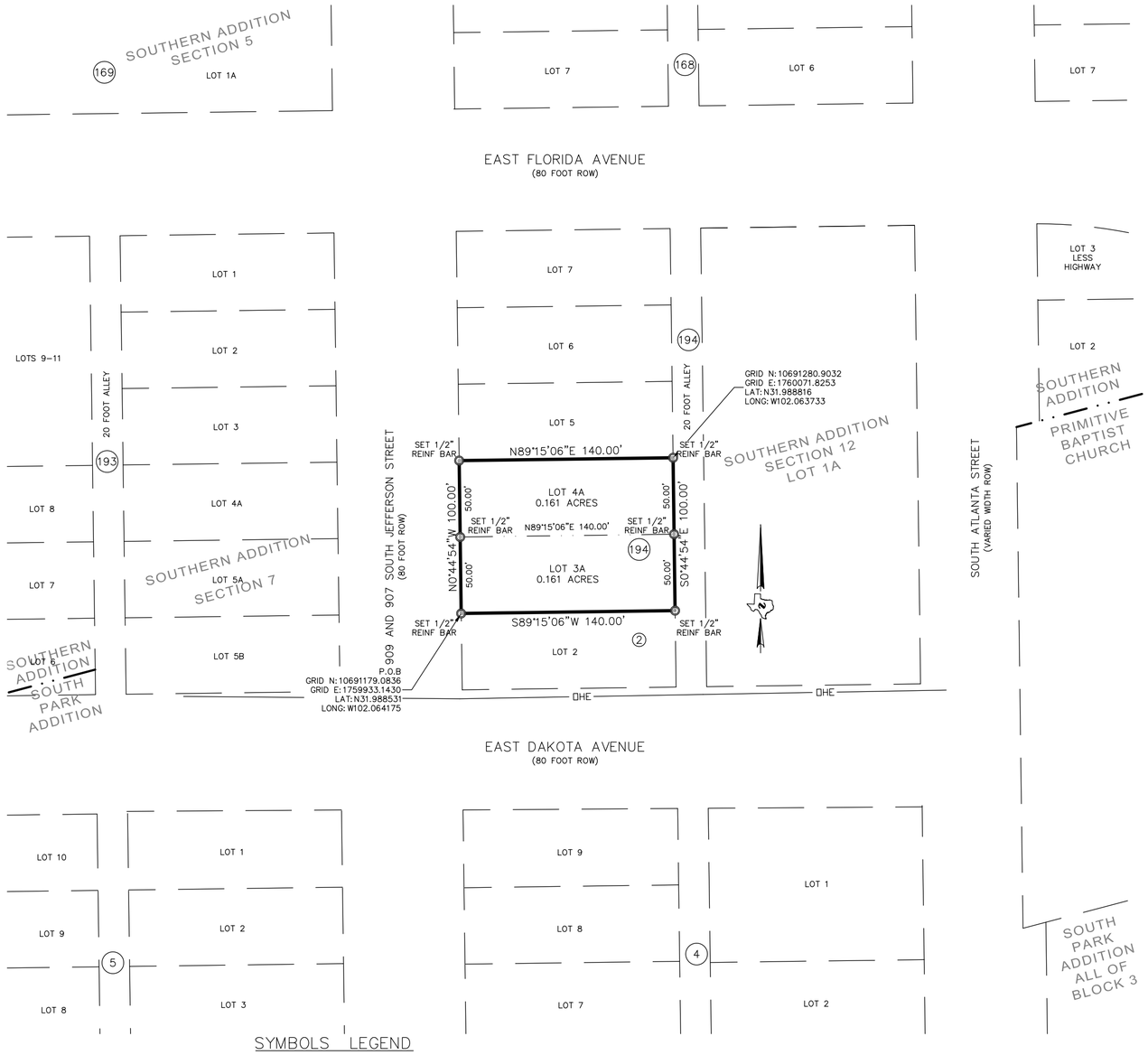

*Map By JM, 07/16/2020*

**Z-20-205**

**Scale: 1" = 200'**

# ZONING MAP

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# SOUTHERN ADDITION, SECTION 19

## BEING A REPLAT OF LOT 4, BLOCK 194 SOUTHERN ADDITION AND LOT 3, BLOCK 2, SOUTH PARK ADDITION ADDITIONS TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MIDLAND

WHEREAS, I AM THE RECORD OWNER OF A TRACT OF LAND BEING LOT 4, BLOCK 194 SOUTHERN ADDITION AND LOT 3, BLOCK 2, SOUTH PARK ADDITION, ADDITIONS TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED HEREON.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS SOUTHERN ADDITION, SECTION 19, AN ADDITION TO THE CITY OF MIDLAND, 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 _____, 20_____ .

_____
JOSE CHAVEZ – JOSE CONSTRUCTION

STATE OF TEXAS:
COUNTY OF MIDLAND:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS_____DAY OF _____, 20_____, JOSE CHAVEZ – JOSE CONSTRUCTION.

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS

NOTES:

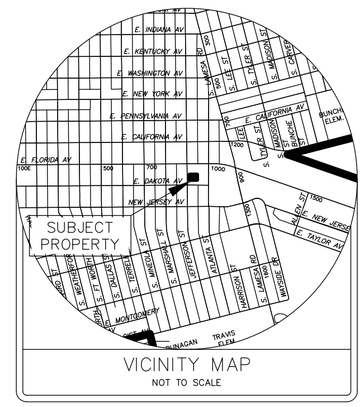
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

3. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

4. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) THE .0322 ACRE TRACT IS RE-PLATTED FOR SUBDIVISION INTO MORE THAN TWO TRACT OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

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 INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.




## SYMBOLS LEGEND

| | | |
|---|---|---|
| PROPERTY CORNER | WIRE FENCE | WATER WELL |
| POWER POLE | RETIRED BREAKER BOX | LOT LINES |
| OVERHEAD ELECTRIC | PROPERTY LINE | TELEPHONE PEDESTAL |
| GAS METER | GAS RISER | SEWER MANHOLE |

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: _____
ONCOR ELECTRIC DELIVERY COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
SUDDENLINK COMMUNICATIONS

SIGNED: _____
GRANDE COMMUNICATIONS

## CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SOUTHERN ADDITION, SECTION 19. WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS _____ DAY OF _____, 2020.

SIGNED: _____
CHAIRMAN REGGIE LAWRENCE

ATTEST: _____
SECRETARY CRISTINA ODENBORG BURNS

GRAPHIC SCALE
0 60' 120'
( IN FEET )
1 inch = 60 ft.

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.

_____
RJ DAUM
TEXAS RPLS 4826

OWNER:

JOSE CONSTRUCTION
JOSE CHAVEZ
1611 NORTH LAMESA ROAD
MIDLAND TX 79705
(575) 694-3413
ferre_chavez@ymail.com

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |
| | | | |
| 2 | 8/10/20 | FINAL PLAT | KDS |
| 1 | 7/1/2020 | APPLIED NEW SECTION NUMBER | KDS |

DRAWN BY: KDS DATE: 2/24/2020
CHECKED BY: RJD DRAWING NO.: 77212JC
JOB NO.: 77,212 SHEET 1 OF 1

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO._____CABINET _____
DATE_____PAGE_____

SCHUMANN ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING – LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100 MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 – TEXAS FIRM No. 10149500
Office (432) 684-5548

SOUTHERN ADDITION, SECTION 19

SOUTHERN ADDITION, SECTION 19


Auto Tech







# City Council Meeting

**Item Number:** 17

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Valerie A. Sherman, 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 2, BLOCK 11, CORRECTION PLAT OF WESTRIDGE PARK ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND WINDHAVEN DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption in a bar for Fair to Midland located at 1115 Tradewinds Boulevard, Midland, TX 79706.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the City.

**Discussion:**

**Surrounding Zoning and Land Use:**

The property is located at 1115 Tradewinds Boulevard, in the RR, Regional Retail District. The property to the north is zoned RR, Regional Retail District, and the location of a bar. The property to the east is zoned O-2, Office District, and the location of a medical office. The property to the south is zoned RR, Regional Retail District, and the location of a hotel. The property to the west, across Windhaven Drive, is zoned RR, Regional Retail District, and the location of a vacant lot.

**Discussion:**

Fair to Midland, LLC is requesting a Specific Use Designation with term, for the property located at 1115 Tradewinds Boulevard to be able to sell all alcoholic beverages for on premises consumption, within a bar. The property is zoned RR, Regional Retail District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 11,913 square feet, with an alcohol serviceable area of 8,912 square feet.

The proposed site plan provides adequate access and internal circulation.

The restaurant has the following hours of operation and alcohol service:

> **Sunday through Saturday from 11:00 a.m. to 2:00 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 schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Engineering: (Approved)**

No objection.

**Building Code: (Approved with Conditions)**

The SUD for Fair to Midland is acceptable. The property must adhere to the current maximum occupant load of 592 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

**Fire: (Approved)**

No comments.

**Transportation: (Approved)**

No objections.

**Code Administration: (Approved)**

No comments.

**Planning:**

This 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).

This request was recommended for approval at the January 4, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Conditions A through F.

**Conditions:**

A. **That the serviceable area of the bar shall be limited to approximately 8,912 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:**

    **Sunday through Saturday from 11:00 a.m. to 2:00 a.m., of the following day.**

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 in accordance with Section 9.07.E.3 of the zoning ordinance, the bar shall be in operation within 120 days from the final adoption date of this ordinance.**

**Letters of Objection:**

As of January 20, 2021, staff has not received any letters of objections.

**Attachments:**

Site and Floor Plans (Exhibit A)
Application
Maps

Robert Patrick

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 2, BLOCK 11, CORRECTION PLAT OF WESTRIDGE PARK ADDITION, SECTION 27, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND WINDHAVEN DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 2, Block 11, Correction Plat of Westridge Park Addition, Section 27, 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 bar (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 8,912 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 Sunday through Saturday from 11:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

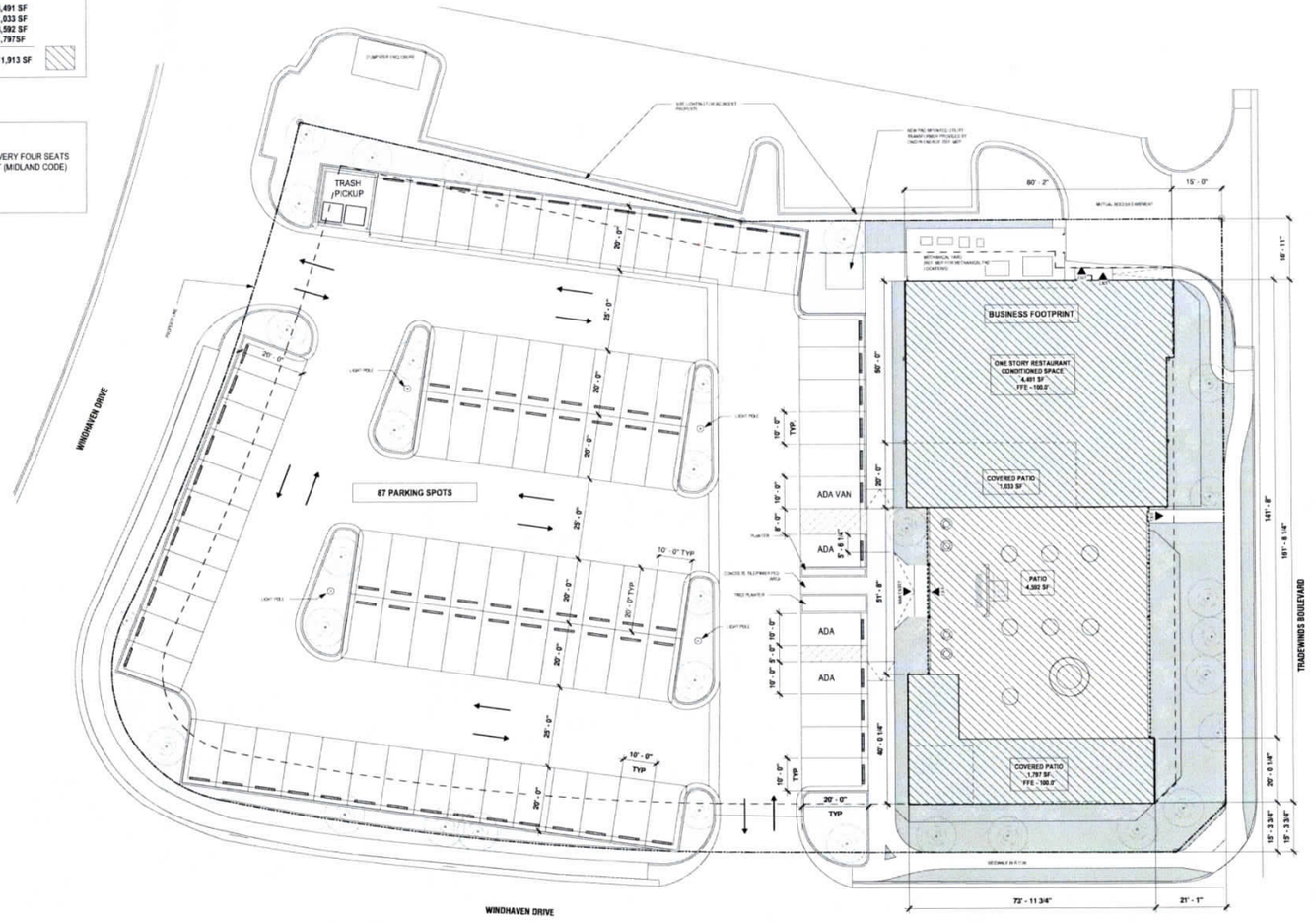
# EXHIBIT "A"

**BUSINESS FOOTPRINT**

| | |
|---|---|
| INTERIOR CONDITIONED SPACE: | 4,491 SF |
| COVERED PATIO (ATTACHED) | 1,033 SF |
| PATIO | 4,592 SF |
| COVERED PATIO | 1,797SF |
| TOTAL: | 11,913 SF |

**PARKING CALCULATIONS**

| | |
|---|---|
| TOTAL SEATS SHOWN: | 318 |
| REQUIRED: ONE PARKING SPACE FOR EVERY FOUR SEATS UNDER MAXIMUM SEATING ARRANGEMENT (MIDLAND CODE) | |
| PARKING SPACES REQUIRED: | 80 |
| PARKING SPACES SHOWN: | 87 |




1 SITE PLAN & PARKING - SPECIFIC USE PERMIT
SCALE: 1/16" = 1'-0"

12/2020 11:37:36 AM THIS DRAWING IS THE PROPERTY OF THOUGHTBARN AND MAY NOT BE REPRODUCED OR USED WITHOUT WRITTEN PERMISSION

ANOTHER EXCITING PROJECT BY: THOUGHTBARN LLC

DESIGN
THOUGHTBARN LLC
4905 RED BLUFF RD - STUDIO A
AUSTIN TX 78702
O: 512.386.1579
INFO@THOUGHTBARN.COM
WWW.THOUGHTBARN.COM

**DRAFT**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF LUCY BEGG TX REG ARCH #26395 ON THE DATE SHOWN ON THE DATE STAMP. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPOSES.

PROJECT
**FAIR TO MIDLAND**

1108 WINDHAVEN DR.
MIDLAND, TX, 79706

STAGE
**SPECIFIC USE PERMIT**

REVISIONS

| # | DESCRIPTION | DATE |
|---|---|---|

DRAWN BY: Author
CHECKED BY: Checker

DRAWING
**SUP - SITE PLAN, DIMENSIONED**

SCALE: As indicated
DATE: 09.09.20

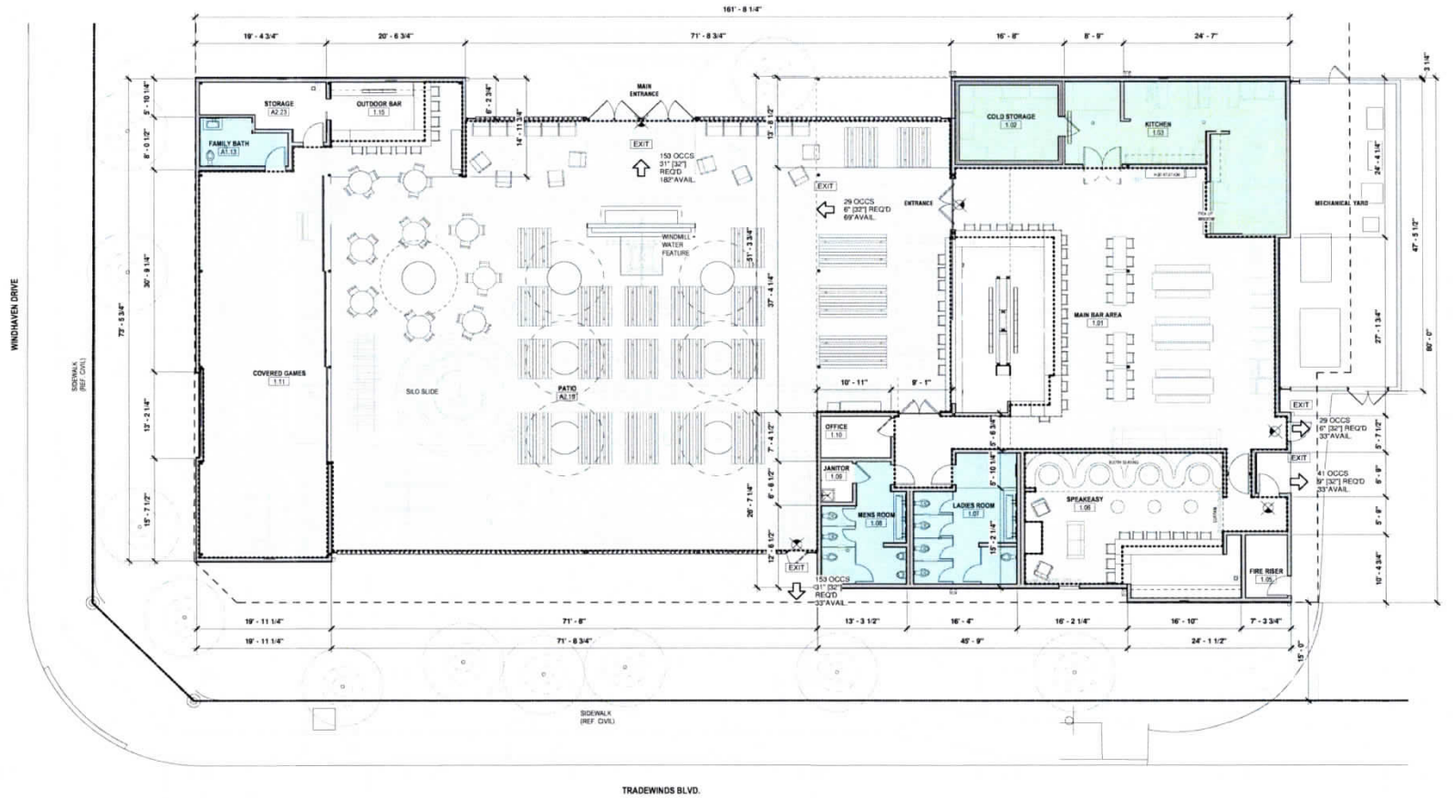
PAGE NUMBER
**N/A**

| SQUARE FOOTAGE | |
|---|---|
| SERVICEABLE SF: | 8,912 SF (shaded) |
| TOTAL BUSINESS SF: | 11,913 SF |

| KITCHEN AREA | |
|---|---|
| WITH COLD ROOM: | 756 SF |
| WITHOUT COLD ROOM: | 552 SF |

| BATHROOM FIXTURES | |
|---|---|
| MENS ROOM: | 3 TOILETS / 2 URINALS<br>3 BATHROOM SINKS |
| LADIES ROOM: | 5 TOILETS<br>3 BATHROOM SINKS |
| FAMILY BATHROOM*: | 1 TOILET<br>1 HANDWASH SINK |

*IN EXCESS OF REQUIRED FIXTURES




1 **DIMENSION PLAN - SPECIFIC USE PERMIT**
SCALE: 1/8" = 1'-0"

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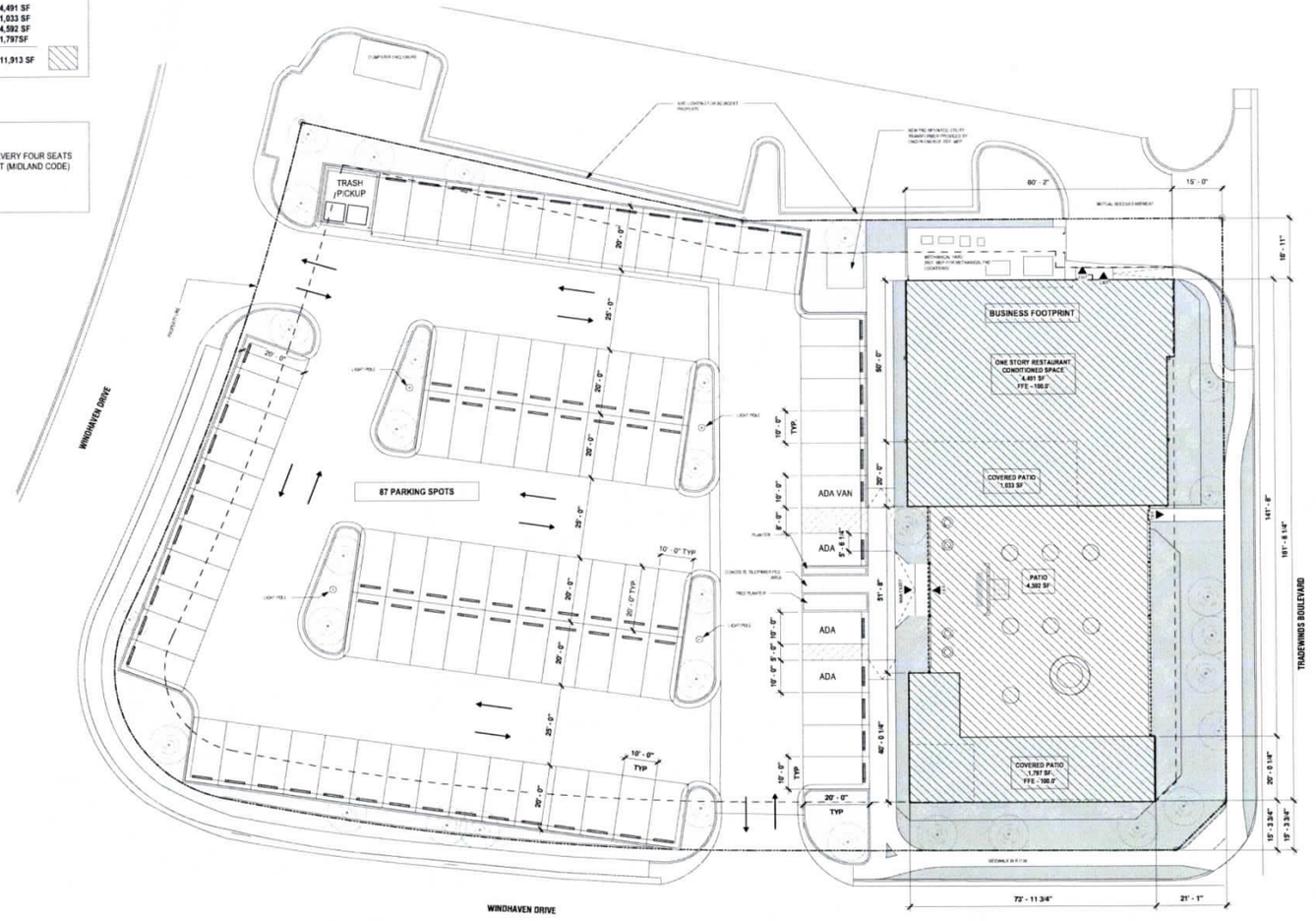
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MIDLAND, TX, 79706

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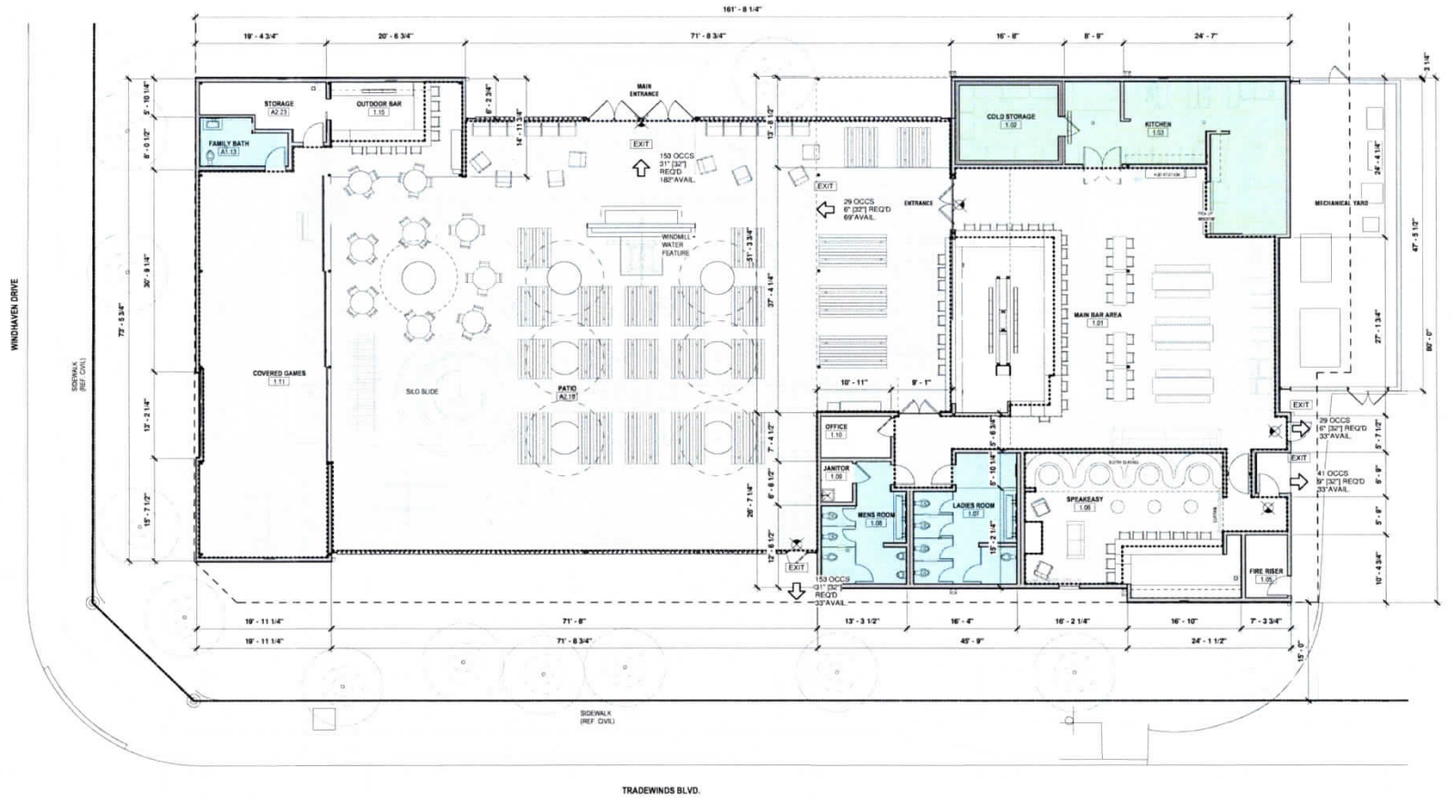
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DRAWING
**SUP - PLAN, DIMENSIONED**

SCALE: As indicated
DATE: 09.09.20

PAGE NUMBER
**N/A 02**

MIDLAND
Planning Division

# Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-20-0091

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Fair to Midland, LLC | | Phone ( 512 ) 294-2951 Email chris@kpghospitality.com | |
|---|---|---|---|
| Address 1221 W 6th St., Ste. C | City Austin | State TX | Zip 78703-5276 |

| **Property Owner** Printed Name: 1115 Tradewinds, LLC | | Phone ( 512 ) 294-2951 Email chris@kpghospitality.com | |
|---|---|---|---|
| Address 1221 W 6th St., Ste. C | City Austin | State TX | Zip 78703-5276 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: BrackinSchwartz PLLC Printed Name: Marcus Schwartz and/or Catherine Chamblee | | Phone ( 512 ) 549-8904 Email marcus@txliquorlaw.com | |
|---|---|---|---|
| Address 511 W 7th St. | City Austin | State TX | Zip 78701 |

**Street Address:** 1115 Tradewinds Boulevard, Midland, TX 79706

**Business Name:** Fair to Midland

**Legal Description**
Lot: 002 Block: 011 Subdivision: Westridge Park, Sec. 27, correction plat

**Current Zoning:** RR - Regional Retail District

**Reason for Request:** To serve alcoholic beverages (beer, wine, and liquor)

**Type of Business** *(restaurant, bar, lounge, nightclub, etc.)*: Bar with food service and games/amusements/art installations

**Proposed/Current Days and Hours of Operation:** 11 am - 2 am; Sun - Sat

**Proposed Days and Hours of Alcohol Service:** 11 am - 2 am; Sun - Sat

**Total Square Footage of Business:** 11,913

**Square Footage of Alcohol Serviceable Area:** 8,912

| | | | |
|---|---|---|---|
| **Restroom Fixtures:** *Men* | **Toilets/Urinals:** 3 / 2 | **Bathroom Sinks:** 3 |
| *Women* | **Toilets:** 5 | **Bathroom Sinks:** 3 |

Additionally - 1 Family Restroom with 1 toilet and 1 sink

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

**Signatures**

| | |
|---|---|
| Applicant (signature): | Date: 11/24/20 |
| Applicant (printed): Chris Horne (Fair to Midland, LLC) | |
| Property Owner (signature): | Date: 11/24/20 |
| Property Owner (printed) : Chris Horne (1115 Tradewinds, LLC) | |

*The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Marcus Schwartz who, being by me duly sworn, upon oath says: That (s)he is authorized by 1115 Tradewinds, 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.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 2nd day of December, 20 20, to certify which witness my hand and seal of office.

JESSICA REEDY SOLE
My Notary ID # 126422744
Expires February 25, 2024

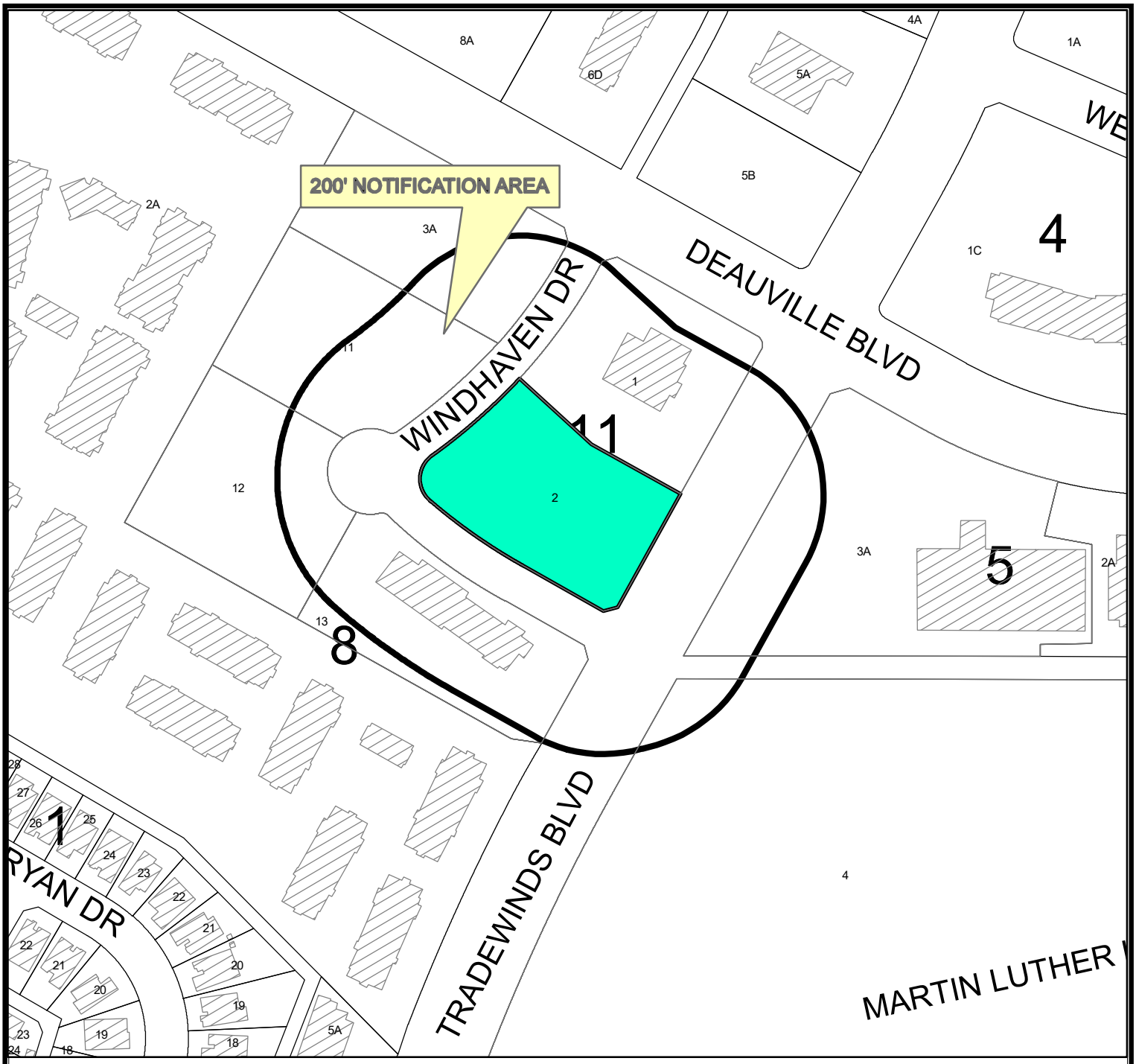
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****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 # 4551 | ☐ Plans in Digital Format (PDF/JPEG) |
| Received By: DM | Date: RECEIVED DEC 0 3 2020 |

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



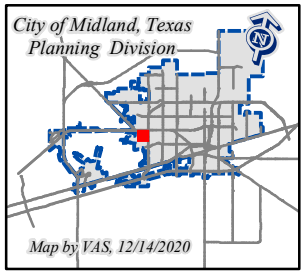

# LOCATION MAP

**SUD-20-0091** **Scale: 1" = 200'**

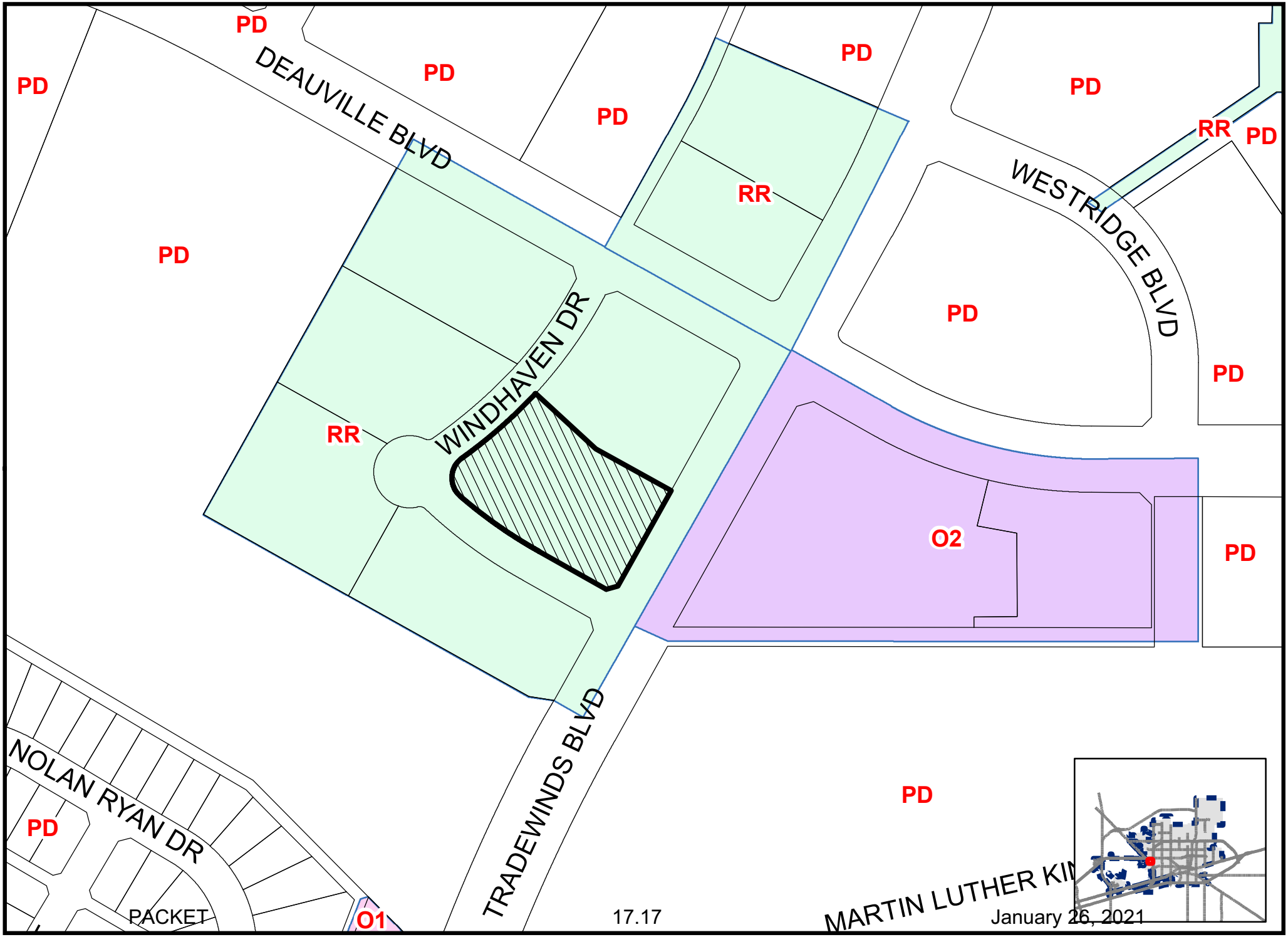
Consider a request by Fair to Midland, LLC for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a bar, on Lot 2, Block 11, Correction Plat of Westridge Park, Section 27, City and County of Midland, Texas.
Generally located on the northwest corner of the intersection of Tradewinds Boulevard and Windhaven Drive. (Council District 4)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By VAS, 12/14/2020*

**SUD-20-0091**

**Scale: 1" = 200'**

# ZONING MAP

© **THE CITY OF MIDLAND - 2020:** THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









# City Council Meeting

**Item Number:** 18

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Joseph Marynak, Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1B, BLOCK 56A, BELMONT ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 360 FEET EAST OF RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Jennifer Cobbs, is requesting to amend the PD, Planned Development District for a Shopping Center for the Walmart located at 200 West Interstate 20 to update the exterior wall signs.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Processing this request does not require any City funds.

**Discussion:**

**Current Zoning:**

PD, Planned Development District for a Shopping Center. (Ordinance No. 8239)

**Surrounding Zoning and Land Use:**

The properties to the north are zoned PD, Planned Development Districts for Shopping Centers and RR, Regional Retail District and the locations of shopping centers and hotels. The properties to the east are zoned PD, Planned Development District for a Housing Development and PD, Planned Development District for a Shopping Center and the locations of single family housing and vacant land, respectively. The property to the south across Interstate 20 is zoned RR, Regional Retail District and the location of a gas station. The properties to the west are zoned PD, Planned Development District for a Shopping Center and RR, Regional Retail District and the locations of gas stations.

**Analysis:**

The applicant is requesting to amend the PD, Planned Development District for a Shopping Center, which is governed by Ordinance No. 8239, to update the signage on the Walmart building. The current signage on the building is approximately 821 square feet. The applicant is now proposing to reduce the signage to approximately 602 square feet but will increase the quantity and alter the locations of the signs.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objections

**Building: (Approved)**

No objection.

**Engineering: (Approved)**

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

**Code: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

No objection to zone change.

**Planning:**

Based on section 11-7a-7-H-3-j, this property would be allowed to have a total of 360 square feet of signage and that no individual sign can exceed 180 square feet in area. Although the applicant is proposing more signage than allowed per the city code, it is an overall reduction of 219 square feet from what is allowed under the current ordinance regulating the Planned Development District.

Additionally, based on section 11-7a-7.H.3.e, the signage on the rear side of this building would not conform to the present sign code. This section of the code states that “No wall sign shall be permitted on the rear of the building where said sign would be adjacent to a residential use.” Because there is residential zoning and uses to the east of this development, signage on the rear of this building is in violation of the zoning district. However, Ordinance No. 8239 allowed 124 square feet. They are now proposing 78 square feet.

Therefore, staff recommends approval of this zone change, subject to conditions A through J.

**Conditions:**

**A. That this property shall be subject to the regulations of the RR, Regional Retail District, except as otherwise stated below.**

**B. That the development shall conform to the conditions shown on the attached Exhibits "A, B, and C”.**

**C. That the maximum floor area of this building shall not exceed 205,000 square feet, excluding the outdoor garden center, which shall not exceed 25, 000 square feet in area.**

**D. That in addition to the uses allowed in the RR, Regional Retail District, this property may also be used for a garden center and an automotive center, when developed according to the attached Exhibits. The automotive center shall be limited to tire sales, a lubrication center and minor tune- up and repair. The repair of major automotive systems shall not be allowed.**

**E. That the landscaping shown on Exhibit "C" shall be installed within 180 days of the issuance of a Certificate of Occupancy. All plant materials shall be the minimum size shown on the Exhibits at the time of planting. All landscaping shall be irrigated with an underground sprinkler system, and shall be maintained in a healthy, growing condition.**

**F. That the minimum height of the masonry fence surrounding the garden center shall be eight feet, and the minimum total height of this fence, including the decorative screening fence, shall be 20 feet.**

**G. That the parking plan shown on Exhibit "A" shall be considered illustrative. The minimum number of spaces shall be determined through the building permit process. No parking is required for the auto center, and one parking space shall be provided for every 1,000 square feet occupied by the outdoor garden center.**

**H. That all outdoor lighting shall conform to the City of Midland Outdoor Lighting Policy, including the use of full cut- off light fixtures.**

**I. That the signs in the attached elevations (Exhibit B) shall be considered illustrative and that the total wall signage shall not exceed 602 square feet.**

**J. That the rear signage shall be limited to a maximum of 78 square feet.**

**Letters of Objection:**

Staff has not received any letters of objection as of January 20, 2021.

**Attachments:**

Site Plan (Exhibit A)
Elevations (Exhibit B)
Landscape Plans (Exhibit C)
Proposed sign plan elevations
Application
Maps
Ordinance No. 8239

Robert Patrick

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1B, BLOCK 56A, BELMONT ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 360 FEET EAST OF RANKIN HIGHWAY); 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 1B, Block 56A, Belmont Addition, Section 9, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Shopping Center 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 Shopping Center to an amended PD, Planned Development District for a Shopping Center.

**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 RR, Regional Retail District.

**SECTION THREE.** That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall conform to the conditions shown in Exhibits "A", "B" and "C", which are attached hereto and incorporated herein for all purposes.

B. The maximum floor area of the building on the Property shall not exceed 205,000 square feet, excluding the outdoor garden center, which shall not exceed 25,000 square feet in area.

C. That in addition to the uses allowed in the RR, Regional Retail District, this Property may also be used for a garden center and an automotive center, when developed according to the attached exhibits. The automotive center shall be limited to tire sales, a lubrication center and minor tune-up and repair. The repair of major automotive systems shall not be allowed.

D. The landscaping shown on Exhibit "C" shall be installed within 180 days of the issuance of a Certificate of Occupancy. All plant materials shall be the minimum size shown on the Exhibits at the time of planting. All landscaping shall be irrigated with an underground sprinkler system, and shall be maintained in a healthy, growing condition.

E. That the minimum height of the masonry fence surrounding the garden center shall be eight feet, and the minimum total height of this fence, including the decorative screening fence, shall be 20 feet.

F. That the parking plan shown on Exhibit "A" shall be considered illustrative. The minimum number of spaces shall be determined through the building permit process. No parking is required for the auto center, and one parking space shall be provided for every 1,000 square feet occupied by the outdoor garden center.

G. That all outdoor lighting shall conform to the City of Midland Outdoor Lighting Policy, including the use of full cut-off light fixtures.

H. That the signs shown in Exhibit "B" shall be considered illustrative, and the total area of the wall signage shall not exceed 602 square feet.

I. That the rear signage shall be limited to a maximum of 78 square feet.

**SECTION FOUR.** That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

**SECTION FIVE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION SIX.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SEVEN.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

**SECTION EIGHT.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

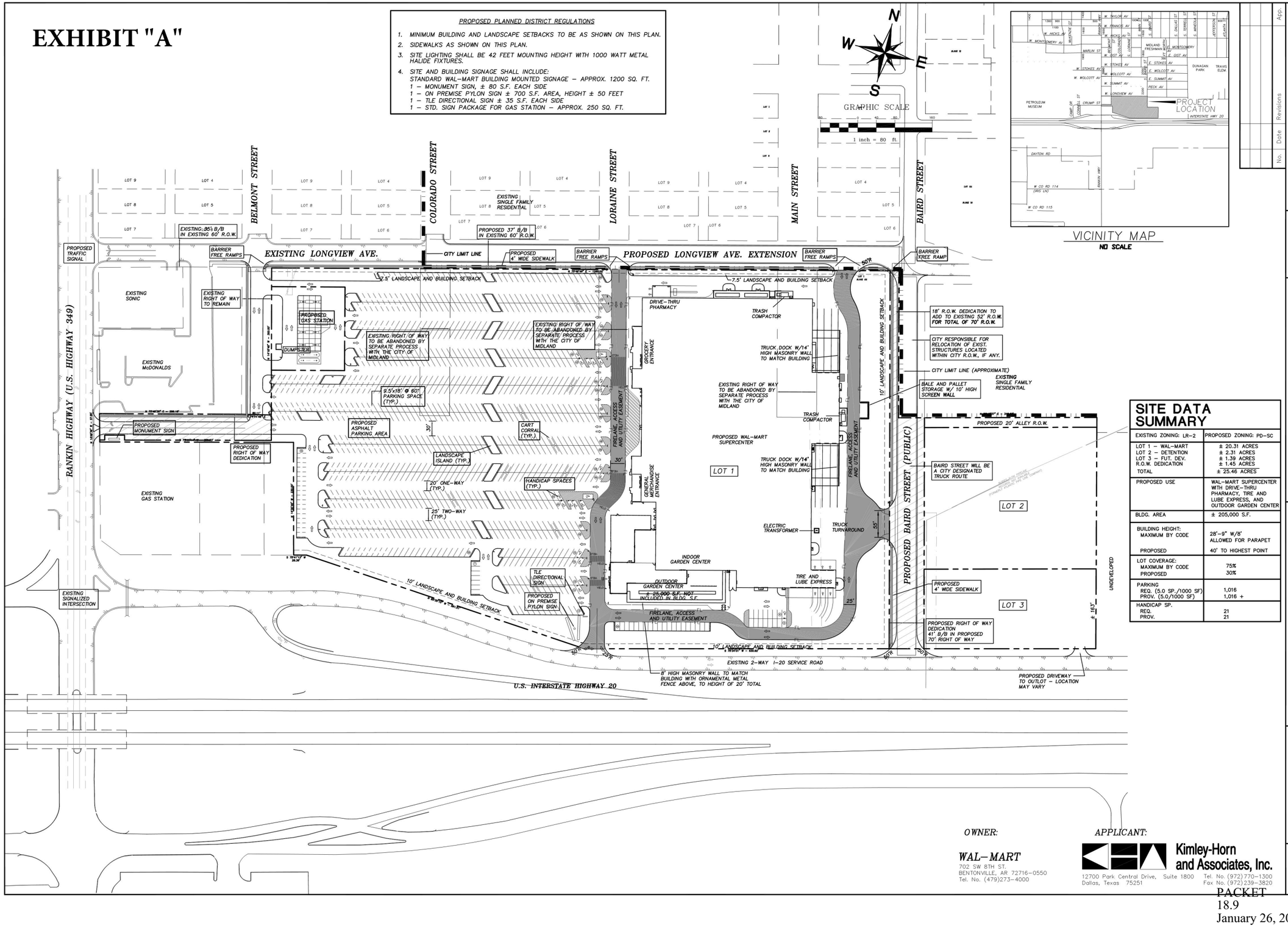
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

**PROPOSED PLANNED DISTRICT REGULATIONS**

1. MINIMUM BUILDING AND LANDSCAPE SETBACKS TO BE AS SHOWN ON THIS PLAN.
2. SIDEWALKS AS SHOWN ON THIS PLAN.
3. SITE LIGHTING SHALL BE 42 FEET MOUNTING HEIGHT WITH 1000 WATT METAL HALIDE FIXTURES.
4. SITE AND BUILDING SIGNAGE SHALL INCLUDE:
   STANDARD WAL–MART BUILDING MOUNTED SIGNAGE – APPROX. 1200 SQ. FT.
   1 – MONUMENT SIGN, ± 80 S.F. EACH SIDE
   1 – ON PREMISE PYLON SIGN ± 700 S.F. AREA, HEIGHT ± 50 FEET
   1 – TLE DIRECTIONAL SIGN ± 35 S.F. EACH SIDE
   1 – STD. SIGN PACKAGE FOR GAS STATION – APPROX. 250 SQ. FT.







VICINITY MAP
NO SCALE

## SITE DATA SUMMARY

| EXISTING ZONING: LR–2 | PROPOSED ZONING: PD–SC |
|---|---|
| LOT 1 – WAL–MART | ± 20.31 ACRES |
| LOT 2 – DETENTION | ± 2.31 ACRES |
| LOT 3 – FUT. DEV. | ± 1.39 ACRES |
| R.O.W. DEDICATION | ± 1.45 ACRES |
| TOTAL | ± 25.46 ACRES |
| PROPOSED USE | WAL–MART SUPERCENTER WITH DRIVE–THRU PHARMACY, TIRE AND LUBE EXPRESS, AND OUTDOOR GARDEN CENTER |
| BLDG. AREA | ± 205,000 S.F. |
| BUILDING HEIGHT: MAXIMUM BY CODE | 28'–9" W/8' ALLOWED FOR PARAPET |
| PROPOSED | 40' TO HIGHEST POINT |
| LOT COVERAGE: MAXIMUM BY CODE | 75% |
| PROPOSED | 30% |
| PARKING REQ. (5.0 SP./1000 SF) | 1,016 |
| PROV. (5.0/1000 SF) | 1,016 + |
| HANDICAP SP. REQ. | 21 |
| PROV. | 21 |

*OWNER:*

*WAL–MART*
702 SW 8TH ST.
BENTONVILLE, AR 72716–0550
Tel. No. (479)273–4000

*APPLICANT:*

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972)770–1300
Fax No. (972)239–3820

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

**WAL★MART**

**I.H. 20 AND RANKIN HWY.**
**MIDLAND, TEXAS**

**PRELIMINARY**
**SITE PLAN**

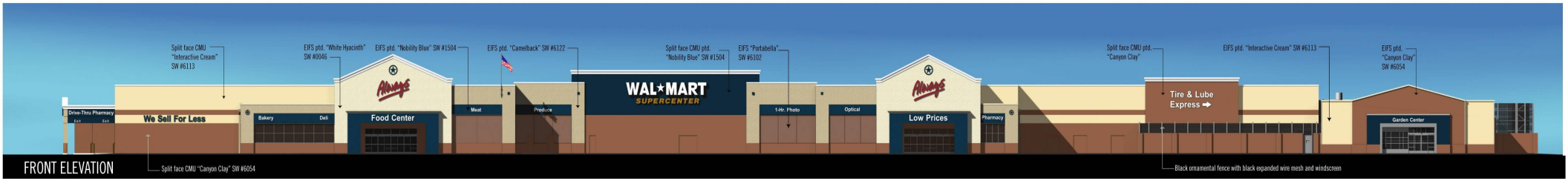
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Designed by: MAM
Drawn by: DLC
Checked by: JRH
Date: APRIL 2004
Project No. 63362112

SHEET
C–1

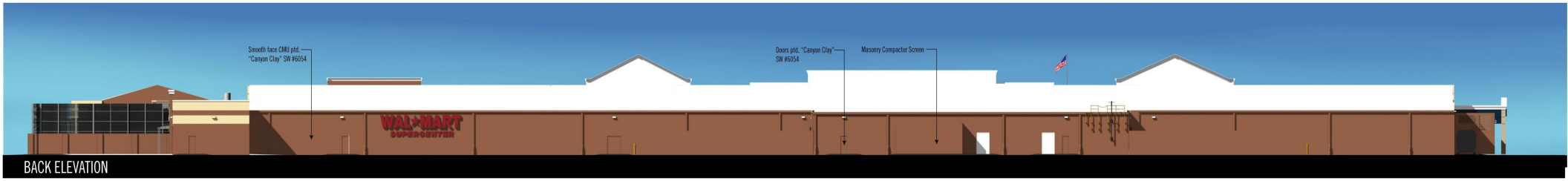
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# EXHIBIT "B"

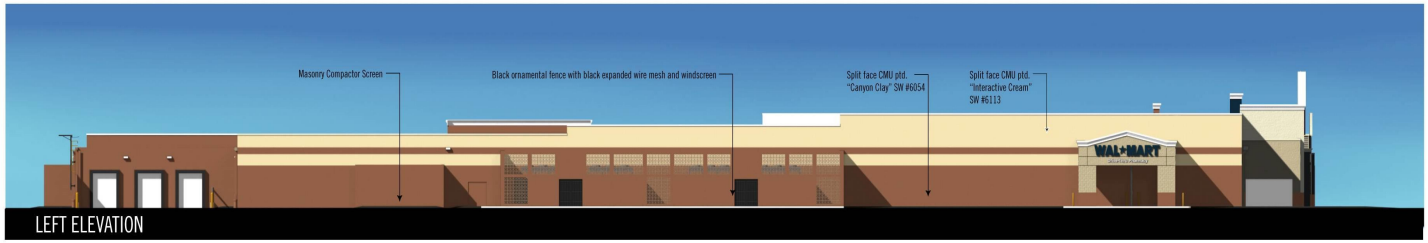


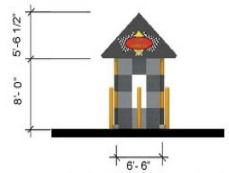
FRONT ELEVATION



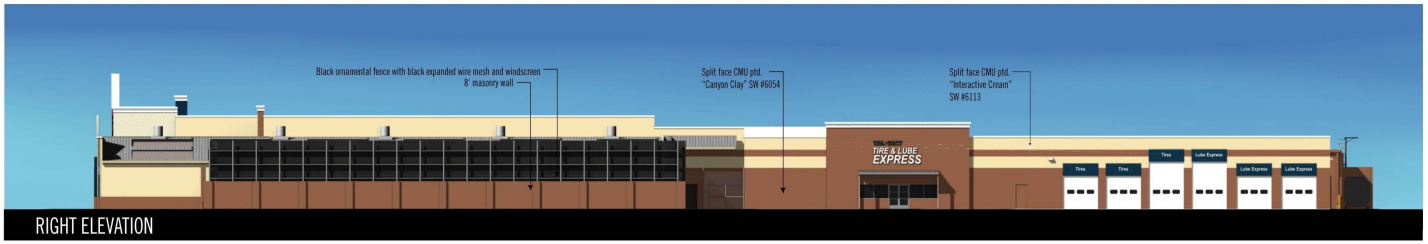
BACK ELEVATION



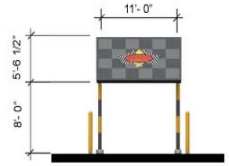
LEFT ELEVATION



**FRONT ELEVATION**
NOT TO SCALE



RIGHT ELEVATION



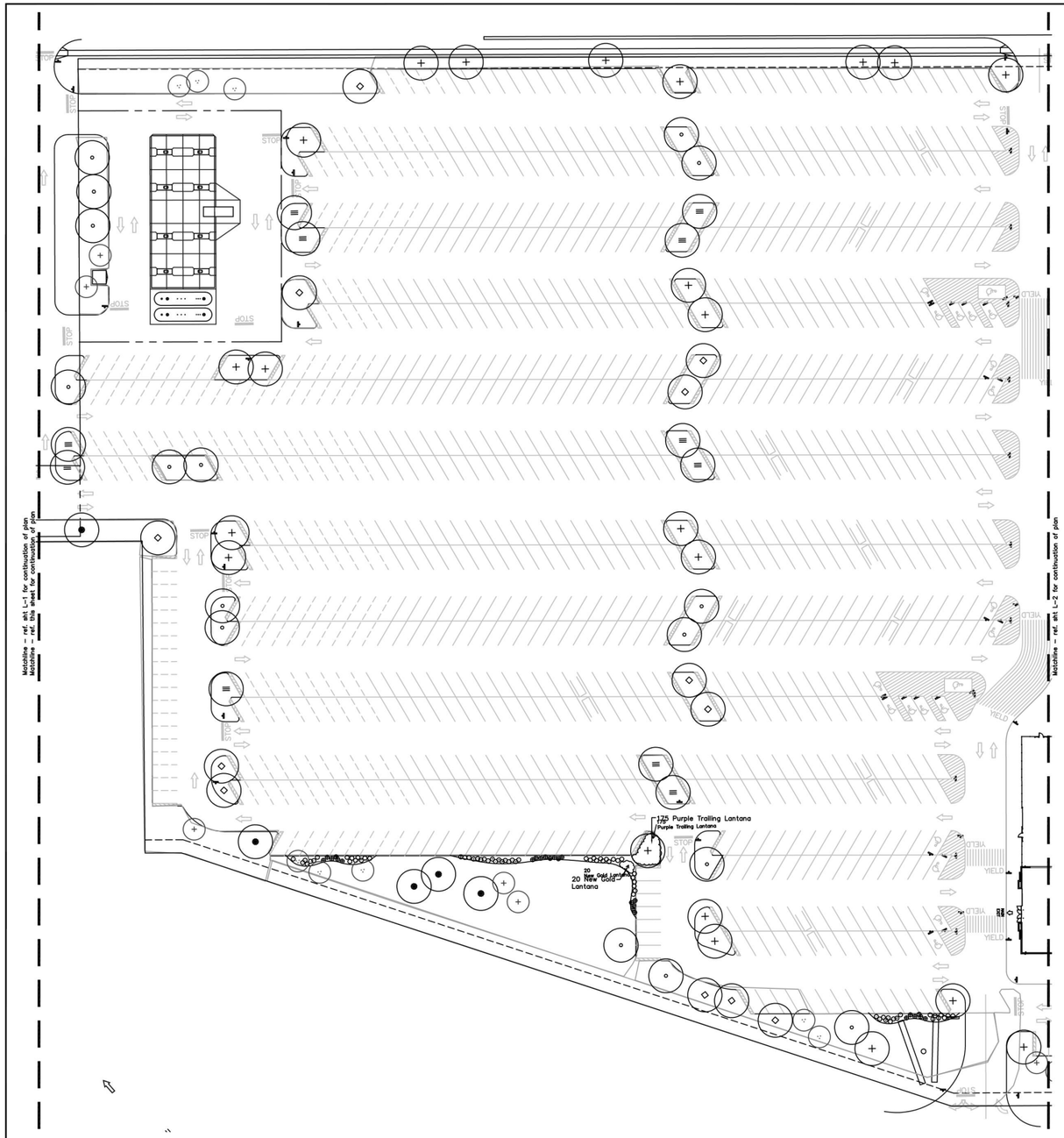
**SIDE ELEVATION**
NOT TO SCALE
TLE KIOSK SIGNAGE = 65.33 S.F.

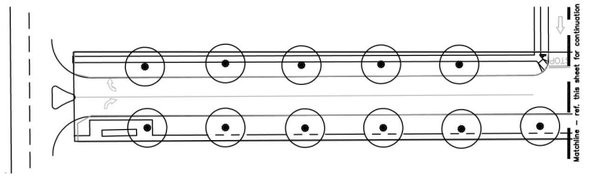
Wal★Mart | Midland, TX #3645 | Taylor Scott Architects

April 27, 2004



www.taylorscott.com copyright 2004 Taylor Scott Architects Inc.
WAL★MART STORES, INC.
TSA TAYLOR SCOTT ARCHITECTS, INC.




Legend

| | |
|---|---|
| + | Live Oak |
| ○ | Cedar Elm |
| ◇ | Chinese Pistache |
| ≡ | Bur Oak |
| ✺ | Mexican Sycamore |
| ∴ | Lavender Crapemyrtle |
| + | Tree Yaupon |
| ○ | Cenizo |
| ○ | Dwf. Burford Holly |
| ⊕ | Red Yucca |

Note:
See sheet L-2 for Landscape Calculations and Plant List.

# EXHIBIT "C"

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

**WAL★MART**
**SC-195-SGR-OR, STORE #3645-00**
**I.H. 20 AND RANKIN HWY.**
**MIDLAND, TEXAS**

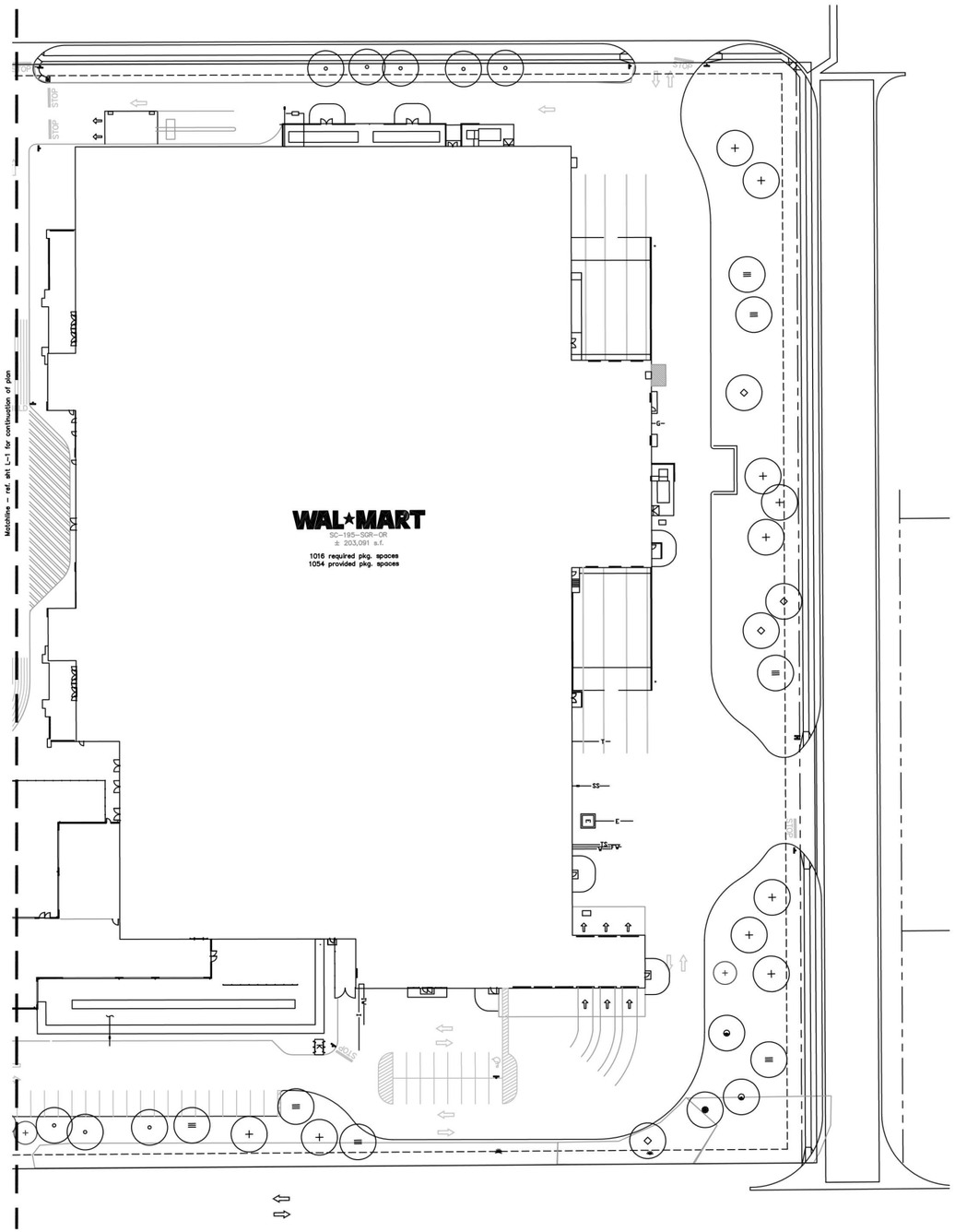
Landscape Plan

Scale: 1" = 40'
Designed by: JFM
Drawn by:
Checked by:
Date: APRIL 2004
Project No. 63362112

SHEET
L-1

STATE OF TEXAS
JOHN F. MURPHY
973
REGISTERED
LANDSCAPE ARCHITECT

Land Resource Design
Landscape Architecture
John F. Murphy, RLA, CCS
2708 S. Lamar Blvd. Suite 110 Austin, TX 78704 512-443-3012 tel. 512-443-3089 fax
1324 S. Beckham Ave. Suite 244 Tyler, TX 75701 903-533-0898 tel./ fax landlaw-internet.com




## Legend

- Live Oak
- Cedar Elm
- Chinese Pistache
- Bur Oak
- Mexican Sycamore
- Lavender Crapemyrtle
- Tree Yaupon
- Cenizo
- Dwf. Burford Holly
- Red Yucca

## Landscape Calculations

* Based on Draft Landscape Ordinance

| | | | |
|---|---|---|---|
| Total Site Area | 914,820 sf | | |
| Landscape Area | Req. 91,482 sf | Prov. | 91,694 sf |

| Streetyard Landscape | Required | Provided |
|---|---|---|
| I-20 Street Frontage 1222 ft. | 41 Trees (3" ca.) | 41 |
| **Parking Lot** | | |
| 1054 spaces | 53 trees (1:20) | 53 trees |

## Landscape Notes

1. Solid sod all islands and peninsulas with 609 Buffalo Grass.
2. Hydromulch all perimeter and disturbed areas with Sahara Bermuda Grass.
3. All landscaping will be watered with an underground automatic irrigation system.

## Plant List

| No. | Common Name | Botanical Name | Size |
|---|---|---|---|
| 30 | Live Oak | Quercus virginiana | 3" Cal. B & B |
| 18 | Bur Oak | Quercus macrocarpa | 3" Cal. B & B |
| 8 | Lavender Crapemyrtle | Lagerstroemia indica 'Red' | B & B 10' Ht 3 Trunk min. |
| 16 | Chinese Pistache | Pistacia chinensis | 3" Cal. B & B |
| 24 | Cedar Elm | Ulmus crassifolia | 3" Cal. B & B |
| 8 | Tree Yaupon | Ilex vomitoria 'multi trunk' | B & B 8' Ht 3 Trunk min. |
| 19 | Mexican Sycamore | Platanus mexicana | 45 Gal. 2 3/4" cal. |
| 19 | Red Yucca | Hesperaloe parviflora | 5 Gal. 36" oc |
| 33 | Cenizo | Leucophyllum frutescens | 5 Gal. 36" oc |
| 33 | Dwarf Burford Holly | Ilex cornuta 'Burford' | 5 Gal. 36" oc |
| 175 | Purple Trailing Lantana | Lantana montevidensis | 1 Gal. 18" oc |
| 20 | New Gold Lantana | Lantana 'New Gold' | 1 Gal. 24" oc |

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

Kimley-Horn and Associates, Inc.
13700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

# WAL★MART

**SC-195-SGR-OR, STORE #3645-00**
**I.H. 20 AND RANKIN HWY.**
**MIDLAND, TEXAS**

## Landscape Plan

Scale: 1" = 40'
Designed by: JNF
Drawn by:
Checked by:
Date: APRIL 2004
Project No. 63362112

SHEET
L-2

STATE OF TEXAS
JOHN F. MURPHY
973
REGISTERED
LANDSCAPE ARCHITECT

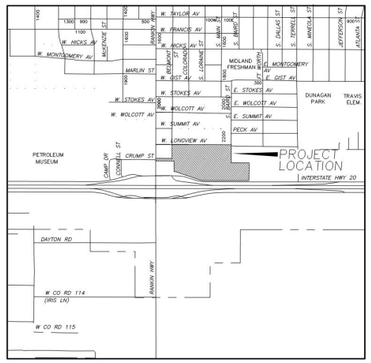
Land Resource Design
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1324 S. Beckham Ave. Suite 244 Tyler, TX 75701 903-533-8698 tel./ fax landdesn-internet.com

## PROPOSED PLANNED DISTRICT REGULATIONS

1. MINIMUM BUILDING AND LANDSCAPE SETBACKS TO BE AS SHOWN ON THIS PLAN.
2. SIDEWALKS AS SHOWN ON THIS PLAN.
3. SITE LIGHTING SHALL BE 42 FEET MOUNTING HEIGHT WITH 1000 WATT METAL HALIDE FIXTURES.
4. SITE AND BUILDING SIGNAGE SHALL INCLUDE:
   STANDARD WAL-MART BUILDING MOUNTED SIGNAGE – APPROX. 1200 SQ. FT.
   1 – MONUMENT SIGN, ± 80 S.F. EACH SIDE
   1 – ON PREMISE PYLON SIGN ± 700 S.F. AREA, HEIGHT ± 50 FEET
   1 – TLE DIRECTIONAL SIGN ± 35 S.F. EACH SIDE
   1 – STD. SIGN PACKAGE FOR GAS STATION – APPROX. 250 SQ. FT.

N W E S

GRAPHIC SCALE
1 inch = 80 ft.




VICINITY MAP
NO SCALE

BELMONT STREET
COLORADO STREET
LORAINE STREET
MAIN STREET
BAIRD STREET

EXISTING LONGVIEW AVE.
PROPOSED LONGVIEW AVE. EXTENSION
CITY LIMIT LINE
PROPOSED 4' WIDE SIDEWALK
BARRIER FREE RAMPS
PROPOSED TRAFFIC SIGNAL
EXISTING 35½' B/B IN EXISTING 60' R.O.W.
PROPOSED 37' B/B IN EXISTING 60' R.O.W.
EXISTING SINGLE FAMILY RESIDENTIAL

RANKIN HIGHWAY (U.S. HIGHWAY 349)

EXISTING SONIC
EXISTING McDONALDS
EXISTING GAS STATION
EXISTING SIGNALIZED INTERSECTION
EXISTING RIGHT OF WAY TO REMAIN
PROPOSED GAS STATION
DUMPSTER
PROPOSED MONUMENT SIGN
PROPOSED RIGHT OF WAY DEDICATION
EXISTING/RIGHT OF WAY TO BE ABANDONED BY SEPARATE PROCESS WITH THE CITY OF MIDLAND
EXISTING RIGHT OF WAY TO BE ABANDONED BY SEPARATE PROCESS WITH THE CITY OF MIDLAND
9.5'x18' @ 60° PARKING SPACE (TYP.)
PROPOSED ASPHALT PARKING AREA
CART CORRAL (TYP.)
LANDSCAPE ISLAND (TYP.)
20' ONE-WAY (TYP.)
25' TWO-WAY (TYP.)
HANDICAP SPACES (TYP.)
TLE DIRECTIONAL SIGN
PROPOSED ON PREMISE PYLON SIGN
10' LANDSCAPE AND BUILDING SETBACK
7.5' LANDSCAPE AND BUILDING SETBACK
10' LANDSCAPE AND BUILDING SETBACK
FIRELANE, ACCESS AND UTILITY EASEMENT
GROCERY ENTRANCE
GENERAL MERCHANDISE ENTRANCE
DRIVE-THRU PHARMACY
TRASH COMPACTOR
TRUCK DOCK W/14' HIGH MASONRY WALL TO MATCH BUILDING
PROPOSED WAL-MART SUPERCENTER
LOT 1
ELECTRIC TRANSFORMER
TRUCK TURNAROUND
INDOOR GARDEN CENTER
OUTDOOR GARDEN CENTER
± 25,000 S.F. NOT INCLUDED IN BLDG. S.F.
TIRE AND LUBE EXPRESS
8' HIGH MASONRY WALL TO MATCH BUILDING WITH ORNAMENTAL METAL FENCE ABOVE, TO HEIGHT OF 20' TOTAL
EXISTING 2-WAY I-20 SERVICE ROAD
U.S. INTERSTATE HIGHWAY 20
18' R.O.W. DEDICATION TO ADD TO EXISTING 52' R.O.W. FOR TOTAL OF 70' R.O.W.
CITY RESPONSIBLE FOR RELOCATION OF EXIST. STRUCTURES LOCATED WITHIN CITY R.O.W., IF ANY.
CITY LIMIT LINE (APPROXIMATE)
EXISTING SINGLE FAMILY RESIDENTIAL
BALE AND PALLET STORAGE W/ 10' HIGH SCREEN WALL
PROPOSED 20' ALLEY R.O.W.
BAIRD STREET WILL BE A CITY DESIGNATED TRUCK ROUTE
PROPOSED BAIRD STREET (PUBLIC)
LOT 2
LOT 3
PROPOSED 4' WIDE SIDEWALK
PROPOSED RIGHT OF WAY DEDICATION 41' B/B IN PROPOSED 70' RIGHT OF WAY
UNDEVELOPED
PROPOSED DRIVEWAY TO OUTLOT – LOCATION MAY VARY

## SITE DATA SUMMARY

| EXISTING ZONING: LR-2 | PROPOSED ZONING: PD-SC |
|---|---|
| LOT 1 – WAL-MART<br>LOT 2 – DETENTION<br>LOT 3 – FUT. DEV.<br>R.O.W. DEDICATION<br>TOTAL | ± 20.31 ACRES<br>± 2.31 ACRES<br>± 1.39 ACRES<br>± 1.45 ACRES<br>± 25.46 ACRES |
| PROPOSED USE | WAL-MART SUPERCENTER WITH DRIVE-THRU PHARMACY, TIRE AND LUBE EXPRESS, AND OUTDOOR GARDEN CENTER |
| BLDG. AREA | ± 205,000 S.F. |
| BUILDING HEIGHT:<br>MAXIMUM BY CODE<br>PROPOSED | 28'-9" W/8' ALLOWED FOR PARAPET<br>40' TO HIGHEST POINT |
| LOT COVERAGE:<br>MAXIMUM BY CODE<br>PROPOSED | 75%<br>30% |
| PARKING<br>REQ. (5.0 SP./1000 SF)<br>PROV. (5.0/1000 SF) | 1,016<br>1,016 + |
| HANDICAP SP.<br>REQ.<br>PROV. | 21<br>21 |

OWNER:
WAL-MART
702 SW 8TH ST.
BENTONVILLE, AR 72716-0550
Tel. No. (479)273-4000

APPLICANT:
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972)770-1300
Fax No. (972)239-3820

| No. | Date | Revisions | App. |
|---|---|---|---|

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

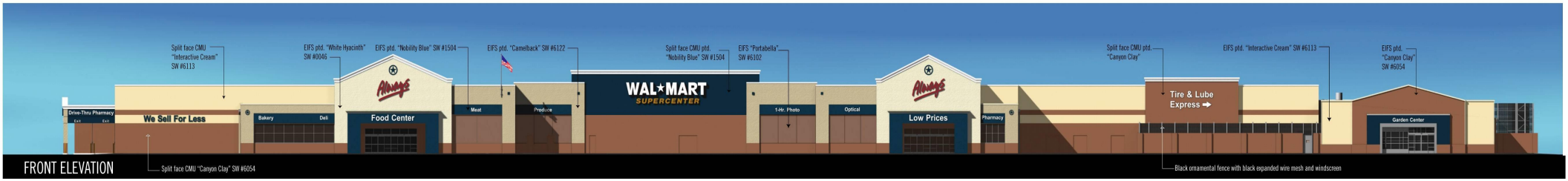
WAL★MART
I.H. 20 AND RANKIN HWY.
MIDLAND, TEXAS

PRELIMINARY
SITE PLAN

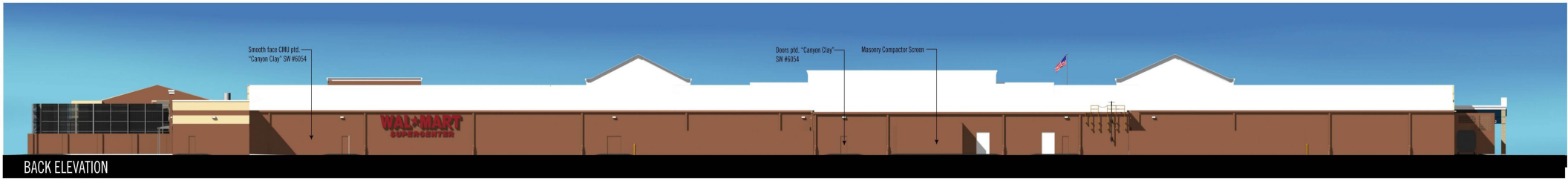
Scale: AS NOTED
Designed by: MAM
Drawn by: DLC
Checked by: JRH
Date: APRIL 2004
Project No. 63362112

SHEET
C-1

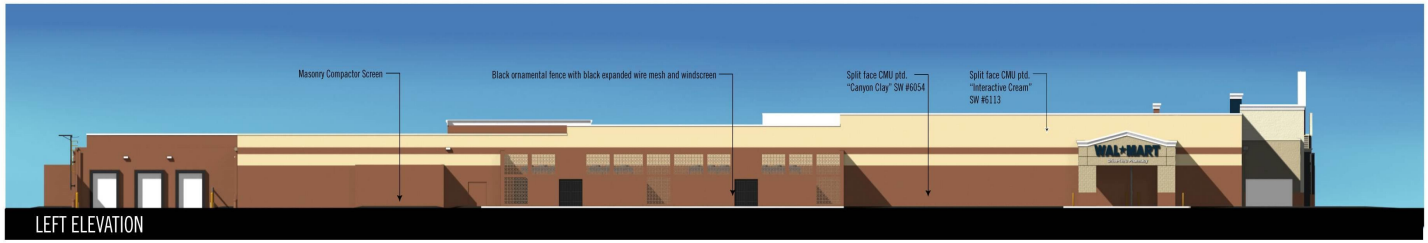


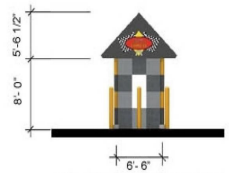
FRONT ELEVATION



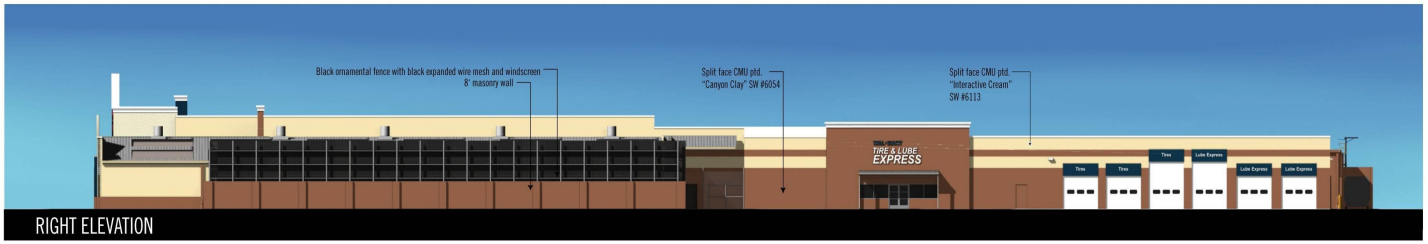
BACK ELEVATION



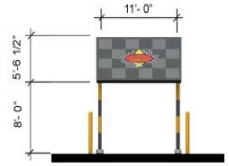
LEFT ELEVATION



**FRONT ELEVATION**
NOT TO SCALE



RIGHT ELEVATION



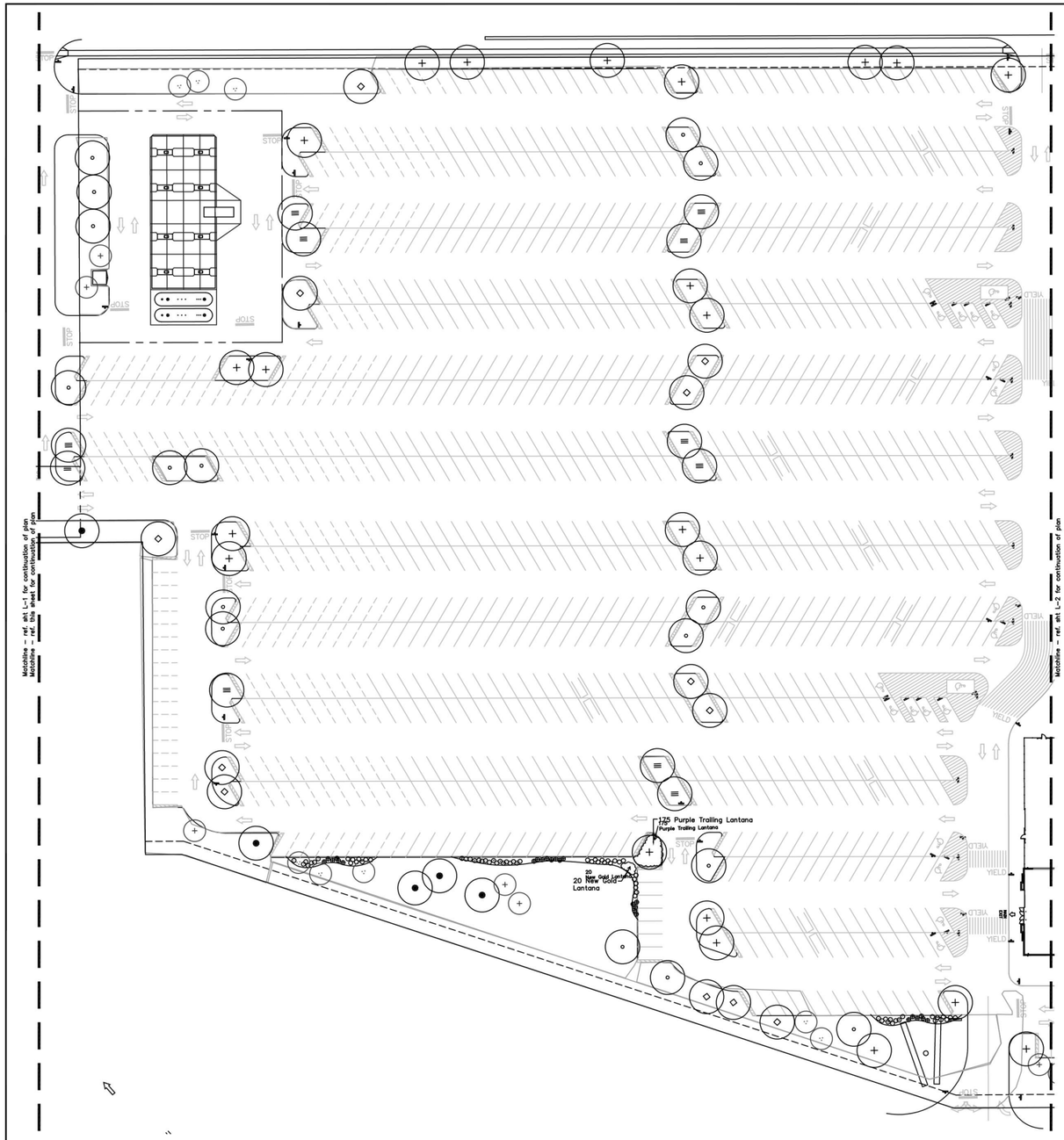
**SIDE ELEVATION**
NOT TO SCALE
TLE KIOSK SIGNAGE = 65.33 S.F.

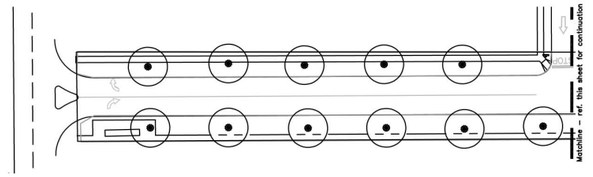
Wal★Mart | Midland, TX #3645 | Taylor Scott Architects

April 27, 2004



www.taylorscott.com copyright 2004 Taylor Scott Architects Inc.
WAL★MART STORES, INC.
TSA TAYLOR SCOTT ARCHITECTS, INC.




Legend

| | |
|---|---|
| + | Live Oak |
| ○ | Cedar Elm |
| ◇ | Chinese Pistache |
| ≡ | Bur Oak |
| ✺ | Mexican Sycamore |
| ∴ | Lavender Crapemyrtle |
| + | Tree Yaupon |
| ○ | Cenizo |
| ○ | Dwf. Burford Holly |
| ⊕ | Red Yucca |

Note:
See sheet L-2 for Landscape Calculations and Plant List.

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

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12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

# WAL★MART

**SC-195-SGR-OR, STORE #3645-00**
**I.H. 20 AND RANKIN HWY.**
**MIDLAND, TEXAS**

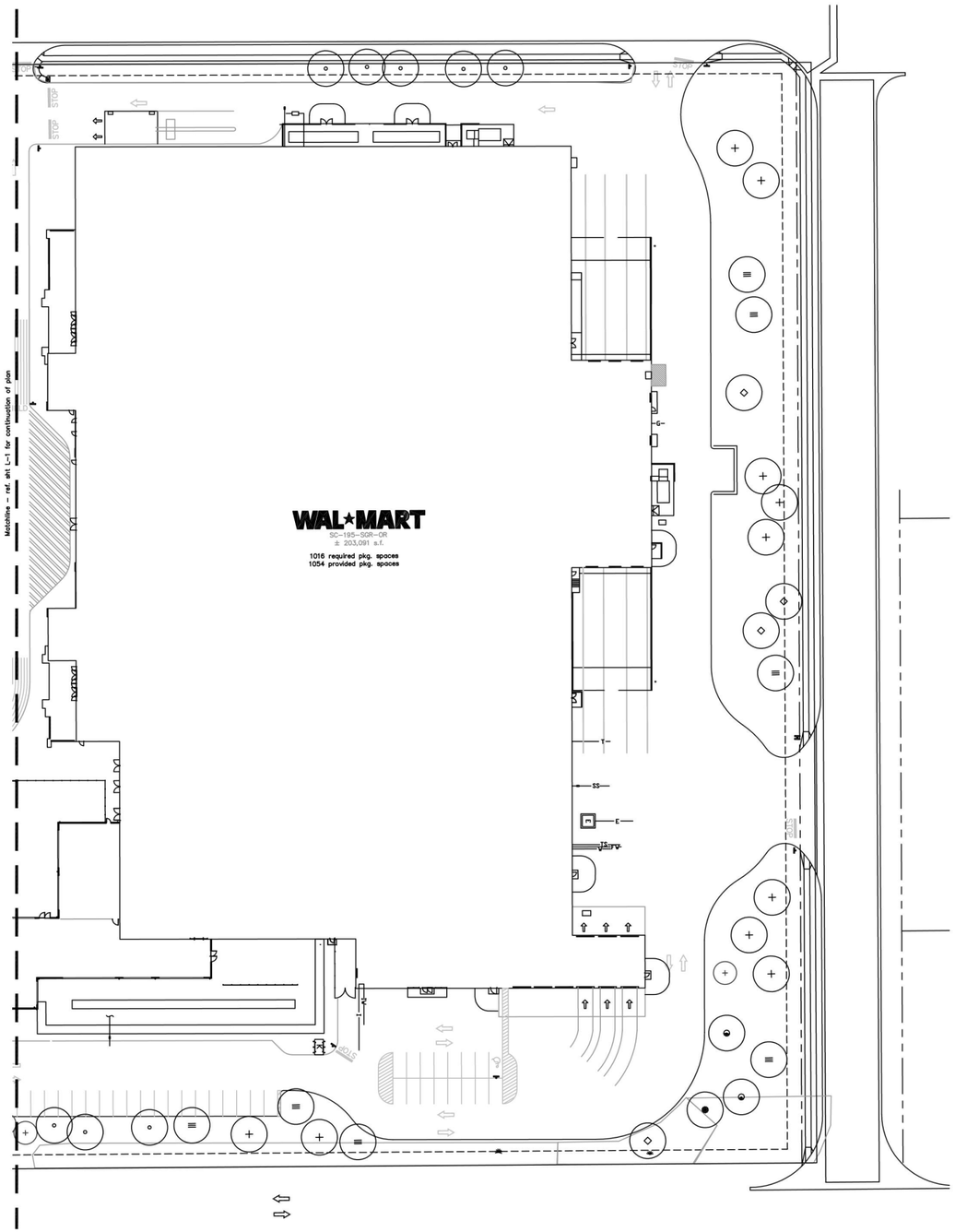
## Landscape Plan

Scale: 1" = 40'
Designed by: JFM
Drawn by:
Checked by:
Date: APRIL 2004
Project No. 63362112

SHEET
L-1

STATE OF TEXAS
JOHN F. MURPHY
973
REGISTERED
LANDSCAPE ARCHITECT

Land Resource Design
Landscape Architecture
John F. Murphy, RLA, CCS
2708 S. Lamar Blvd. Suite 110 Austin, TX 78704 512-443-3012 tel. 512-443-3089 fax
1324 S. Beckham Ave. Suite 244 Tyler, TX 75701 903-533-0868 tel./ fax landlaw-internet.com




## Legend

- Live Oak
- Cedar Elm
- Chinese Pistache
- Bur Oak
- Mexican Sycamore
- Lavender Crapemyrtle
- Tree Yaupon
- Cenizo
- Dwf. Burford Holly
- Red Yucca

## Landscape Calculations

* Based on Draft Landscape Ordinance

| | | | |
|---|---|---|---|
| Total Site Area | 914,820 sf | | |
| Landscape Area | Req. 91,482 sf | Prov. | 91,694 sf |

| Streetyard Landscape | Required | Provided |
|---|---|---|
| I-20 Street Frontage 1222 ft. | 41 Trees (3" ca.) | 41 |
| **Parking Lot** | | |
| 1054 spaces | 53 trees (1:20) | 53 trees |

## Landscape Notes

1. Solid sod all islands and peninsulas with 609 Buffalo Grass.
2. Hydromulch all perimeter and disturbed areas with Sahara Bermuda Grass.
3. All landscaping will be watered with an underground automatic irrigation system.

## Plant List

| No. | Common Name | Botanical Name | Size |
|---|---|---|---|
| 30 | Live Oak | Quercus virginiana | 3" Cal. B & B |
| 18 | Bur Oak | Quercus macrocarpa | 3" Cal. B & B |
| 8 | Lavender Crapemyrtle | Lagerstroemia indica 'Red' | B & B 10' Ht 3 Trunk min. |
| 16 | Chinese Pistache | Pistacia chinensis | 3" Cal. B & B |
| 24 | Cedar Elm | Ulmus crassifolia | 3" Cal. B & B |
| 8 | Tree Yaupon | Ilex vomitoria 'multi trunk' | B & B 8' Ht 3 Trunk min. |
| 19 | Mexican Sycamore | Platanus mexicana | 45 Gal. 2 3/4" cal. |
| 19 | Red Yucca | Hesperaloe parviflora | 5 Gal. 36" oc |
| 33 | Cenizo | Leucophyllum frutescens | 5 Gal. 36" oc |
| 33 | Dwarf Burford Holly | Ilex cornuta 'Burford' | 5 Gal. 36" oc |
| 175 | Purple Trailing Lantana | Lantana montevidensis | 1 Gal. 18" oc |
| 20 | New Gold Lantana | Lantana 'New Gold' | 1 Gal. 24" oc |

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |


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13700 Park Central Drive, Suite 1800
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# WAL★MART

**SC-195-SGR-OR, STORE #3645-00**
**I.H. 20 AND RANKIN HWY.**
**MIDLAND, TEXAS**

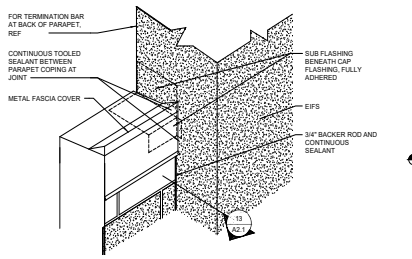
## Landscape Plan

Scale: 1" = 40'
Designed by: JNF
Drawn by:
Checked by:
Date: APRIL 2004
Project No. 63362112

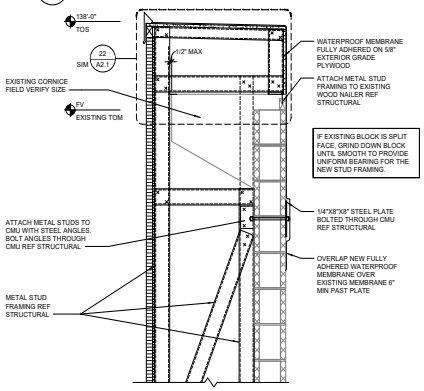
SHEET
L-2

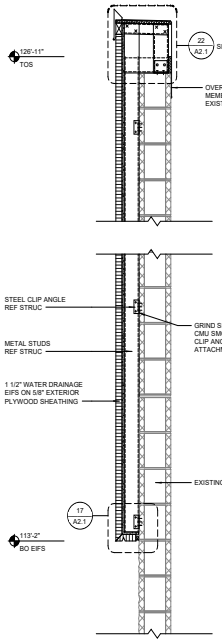

STATE OF TEXAS
JOHN F. MURPHY
973
REGISTERED
LANDSCAPE ARCHITECT

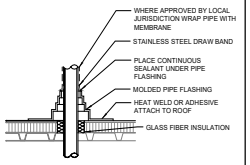
Land Resource Design
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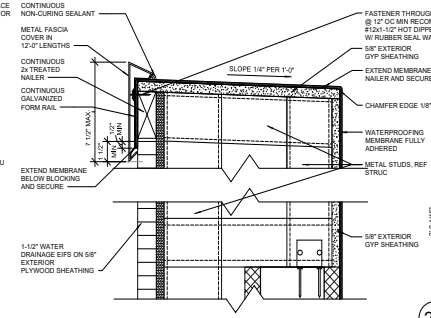

## 25 PARAPET STEP
NTS



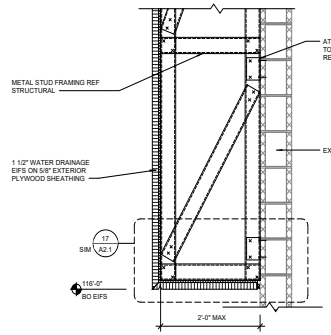



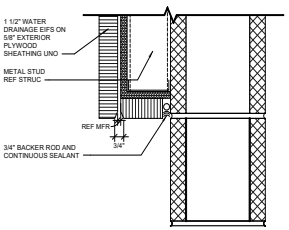

## 24 ROOF PENETRATION
1" = 1'-0"



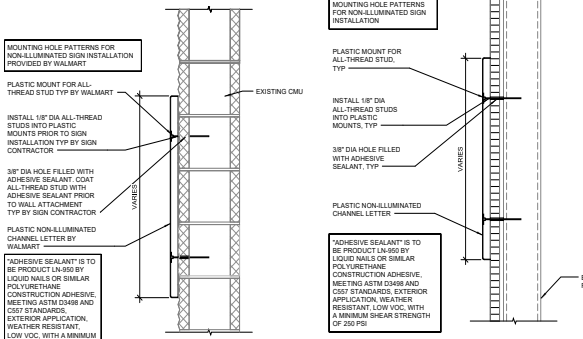

## 22 PARAPET CAP FLASHING
3" = 1'-0"



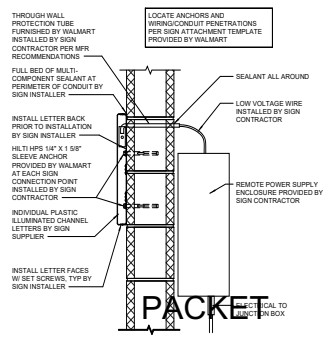

## 18 ALTERNATIVE WALL SECTION AT MAIN ID (SMALL CORNICE TO REMAIN)
1" = 1'-0"



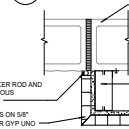

## 23 WALL SECTION
1" = 1'-0"



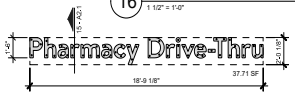

## 16 SIGN ATTACHMENT AT CMU WALL
1 1/2" = 1'-0"




## 15 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL
1 1/2" = 1'-0"



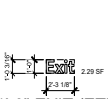

## 17 EIFS DETAIL
3" = 1'-0"




## 12 1'-6" PHARMACY DRIVE-THRU
1/4" = 1'-0"



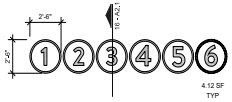

## 11 1'-0" ENTER (ETR)
1/4" = 1'-0"



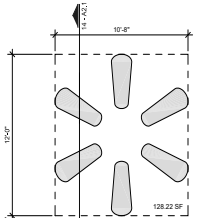

## 10 1'-0" EXIT (ETR)
1/4" = 1'-0"



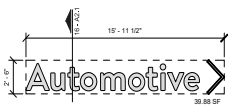

## 9 1'-6" VISION
1/4" = 1'-0"



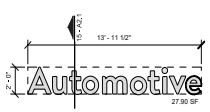

## 8 2'-6" AUTOMOTIVE
1/4" = 1'-0"



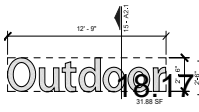

## 1 12'-0" WALMART SIGN
1/4" = 1'-0"




## 6 2'-0" AUTOMOTIVE (ARROW)
1/4" = 1'-0"



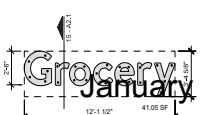

## 5 2'-0" AUTOMOTIVE
1/4" = 1'-0"




## 4 2'-6" OUTDOOR
1/4" = 1'-0"




## 3 2'-6" LIFESTYLE & PHARMACY
1/4" = 1'-0"



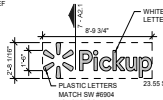

## 2 2'-6" GROCERY
1/4" = 1'-0"



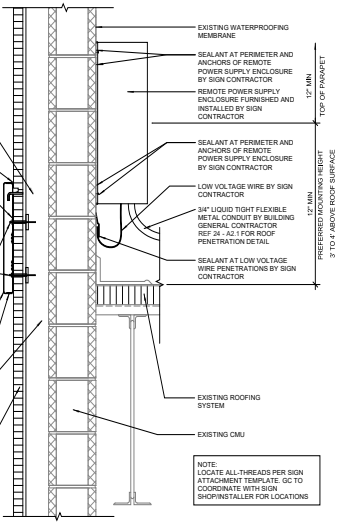

## 1 12'-0" WALMART SIGN
1/4" = 1'-0"



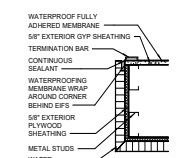

## 20 8'-0" WALMART SIGN
1/4" = 1'-0"




## BUILDING PICKUP SIGNAGE 1'-6"
1/4" = 1'-0"




## 14 SIGNAGE ATTACHMENT
1 1/2" = 1'-0"




## 19 METAL STUD PARAPET
1 1/2" = 1'-0"

## GENERAL NOTES

1. SIGNAGE FURNISHED BY WAL-MART AND INSTALLED BY OTHERS.
2. ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON THE BUILDING UNTIL THE EXTERIOR SIGN COMPANY IS ONSITE. THE EXTERIOR SIGN COMPANY WILL REMOVE EXISTING SIGNAGE. GENERAL CONTRACTOR WILL THEN PERFORM THE PATCH AND REPAIR WORK NEEDED AT SIGN LOCATIONS, AND PAINTING WORK NOTED IN PLANS, ONCE COMPLETE, GENERAL CONTRACTOR WILL NOTIFY THE EXTERIOR SIGN CONTRACTOR THAT AREAS NOTED TO RECEIVE SIGNAGE ARE READY. THE EXTERIOR SIGN COMPANY WILL THEN INSTALL NEW SIGNAGE AS SHOWN ON THE PLANS.
   A. A TEMPORARY BANNER WILL BE INSTALLED BY THE EXTERIOR SIGN COMPANY PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE. BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND NEW SIGNAGE IS INSTALLED. GC SHALL PRIORITIZE MODIFICATIONS/REPAIRS REQUIRED FOR INSTALLATION OF NEW EXTERIOR SIGNS WHILE EXTERIOR SIGN COMPANY IS ON SITE
   B. TEMPORARY BANNER WILL BE APPROXIMATELY 125 SF (5'X25').
   C. EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK 6 OF THE CONSTRUCTION SCHEDULE.
3. GENERAL CONTRACTOR RESPONSIBILITIES
   A. BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGN(S) WILL BE INSTALLED. IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SECTION 01255. NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION.
   B. PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE. REFER TO DETAILS ON SHEET A2/A2.1. FOR LIGHTED (D)LOGO SIGNS COORDINATE TIMING OF WORK WITH WALMART SIGN CONTRACTOR.
   C. PROVIDE JUNCTION BOXES AND CIRCUITRY TO NEW "Walmart" and "spark" SIGNAGE. EXISTING (6) BOXES FROM "WAL+MART" SIGNAGE MAY BE REUSED.
   D. PROVIDE JUNCTION BOXES AND CIRCUITRY TO TENANT SIGNAGE LOCATION SHOWN. REFER TO ELECTRICAL
   E. INSTALL ACCESS DOORS AND FRAMES IN GYPSUM BOARD CEILINGS IF REQUIRED BY RELOCATION OF EXISTING TENANT SIGNAGE.
   F. VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE. REFER TO ELECTRICAL
   G. MAKE FINAL TERMINATIONS ON LIGHTED SIGNAGE
4. SIGNAGE CONTRACTOR RESPONSIBILITIES
   A. REMOVE ALL LIT (D)LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS. UNLESS NOTED OTHERWISE.
   B. MAKE REQUIRED EXTERIOR WALL PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECIFICATION SECTION 07900.
   C. INSTALL SIGNAGE PER DETAILS ON SHEET A2/A2.1

## EXISTING SIGNAGE SCHEDULE

| FRONT SIGNAGE | QTY | LIGHTED | COLOR | SIZE | INDIVIDUAL AREA | TOTAL AREA |
|---|---|---|---|---|---|---|
| Walmart | 1 | LED | WHITE | 5'-6" | 299.04 SF | 299.04 SF |
| * (spark) | 1 | LED | YELLOW | | | |
| Pickup | 1 | LED | WHITE | 2'-6" | 65.43 SF | 65.43 SF |
| * (spark) | 1 | LED | YELLOW | | | |
| Home & Pharmacy | 1 | N/A | WHITE | 2'-6" | 94.90 SF | 94.90 SF |
| Grocery | 1 | N/A | WHITE | 2'-6" | 41.05 SF | 42.05 SF |
| Lawn & Garden | 1 | N/A | WHITE | 2'-6" | 58.35 SF | 58.35 SF |
| Vision Center | 1 | N/A | WHITE | 1'-6" | 19.03 SF | 19.03 SF |
| Auto Center --> | 1 | N/A | WHITE | 2'-0" | 33.95 SF | 33.95 SF |
| TOTAL FRONT SIGNAGE | | | | | | 611.75 SF |
| REAR SIGNAGE | | | | | | |
| Walmart | 1 | LED | WHITE | 3'-6" | | |
| * (spark) | 1 | LED | YELLOW | 5'-2" | 123.73 SF | 123.73 SF |
| TOTAL REAR SIGNAGE | | | | | | 123.73 SF |
| PHARMACY DRIVE-THRU SIGNAGE | | | | | | |
| Pharmacy Drive-Thru | 1 | N/A | WHITE | 1'-6" | 37.71 SF | 37.71 SF |
| Enter | 1 | N/A | WHITE | 1'-0" | 3.20 SF | 3.20 SF |
| Exit | 1 | N/A | WHITE | 1'-0" | 2.29 SF | 2.29 SF |
| TOTAL PHARMACY DRIVE-THRU SIGNAGE | | | | | | 43.20 SF |
| AUTO CENTER SIGNAGE | | | | | | |
| Auto Center | 1 | N/A | WHITE | 2'-0" | 30.74 SF | 30.74 SF |
| Lube | 2 | N/A | WHITE | 1'-0" | 2.58 SF | 5.16 SF |
| Tire | 2 | N/A | WHITE | 1'-0" | 2.98 SF | 5.96 SF |
| TOTAL AUTO CENTER SIGNAGE | | | | | | 41.86 SF |
| TOTAL BUILDING SIGNAGE | | | | | | 820.54 SF |

## NEW & EXISTING SIGNAGE SCHEDULE

| FRONT SIGNAGE | QTY | LIGHTED | COLOR | SIZE | INDIVIDUAL AREA | TOTAL AREA |
|---|---|---|---|---|---|---|
| Walmart | 1 | LED | WHITE | 3'-0" | 46.84 SF | 46.84 SF |
| * (spark) | 1 | LED | YELLOW | 12'-0" | 128.22 SF | 128.22 SF |
| Pickup (NEW) | 1 | LED | WHITE | 1'-6" | 23.55 SF | 23.55 SF |
| * (spark) (NEW) | 1 | LED | YELLOW | | | |
| Lifestyle & Pharmacy | 1 | N/A | WHITE | 2'-6" | 107.90 SF | 107.90 SF |
| Grocery | 1 | N/A | WHITE | 2'-6" | 41.05 SF | 41.05 SF |
| Outdoor | 1 | N/A | WHITE | 2'-6" | 31.88 SF | 31.88 SF |
| Vision | 1 | N/A | WHITE | 1'-6" | 8.18 SF | 8.18 SF |
| Auto Center --> | 1 | N/A | WHITE | 2'-0" | 39.88 SF | 39.88 SF |
| TOTAL FRONT SIGNAGE | | | | | | 427.90 SF |
| PHARMACY DRIVE-THRU SIGNAGE | | | | | | |
| Pharmacy Drive-Thru | 1 | N/A | WHITE | 1'-6" | 37.71 SF | 37.71 SF |
| Enter (ETR) | 1 | N/A | WHITE | 1'-0" | 3.20 SF | 3.20 SF |
| Exit (ETR) | 1 | N/A | WHITE | 1'-0" | 2.29 SF | 2.29 SF |
| TOTAL PHARMACY DRIVE-THRU SIGNAGE | | | | | | 43.20 SF |
| AUTO CENTER SIGNAGE | | | | | | |
| Automotive | 1 | N/A | WHITE | 2'-0" | 27.90 SF | 27.90 SF |
| Numerical Signs | 6 | N/A | WHITE | 2'-6" | 4.12 SF | 24.72 SF |
| TOTAL AUTO CENTER SIGNAGE | | | | | | 52.62 SF |
| AUTO CENTER SIGNAGE | | | | | | |
| Walmart | 1 | LED | WHITE | 2'-0" | 20.82 SF | 20.82 SF |
| * (spark) | 1 | LED | YELLOW | 8'-0" | 56.99 SF | 56.99 SF |
| TOTAL REAR SIGNAGE | | | | | | 77.81 SF |
| TOTAL BUILDING SIGNAGE | | | | | | 601.13 SF |


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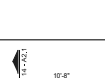

CONSULTANTS

Walmart
MIDLAND (S), TX
STORE NO.: 3645-252
USRN#408976
JOB NUMBER:
PHOTO
105 SC

ISSUE BLOCK

| | |
|---|---|
| CHECKED BY: | RB/OP |
| DRAWN BY: | CRE |
| PROTO CYCLE: | 09/25/2020 |
| DOC DATE: | 11/20/2020 |

DOCUMENTS WITHOUT SIGNATURE AND REQUIRED SEAL OF AOR/EOR ARE NOT FOR CONSTRUCTION




11/23/2020

JAMES EDWARD TURNER
ARCHITECT OF RECORD

EXTERIOR DETAILS

SHEET:
A2.1


Plotted: 01:47:47 PM
C:\Users\jturner\Documents\Revit Projects\Walmart_3645-252_Midland (S), TX_R20_jturner.rvt


January 26, 2021

| KEYNOTES | |
|---|---|
| 7.04 | METAL FASCIA COVER |
| 7.06 | WATER DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM |

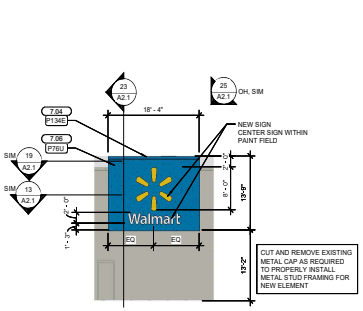
| FINISH KEY | |
|---|---|
| P49E | DARK GRAY |
| P76U | WALMART BLUE (URETHANE-LIKE) |
| P134E | LIGHT GRAY |
| P135E | MEDIUM GRAY |
| P162E | BLACK GRAY |

## SHEET NOTES

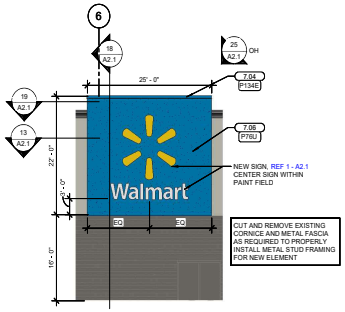
1. POWER WASH EXTERIOR WALL SURFACES AT AREAS REQUIRING FINISH APPLICATION PRIOR TO PAINTING.
2. PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQUIRED.
3. REPLACE SEALANT AND BACKER MATERIAL AT BUILDING CONTROL JOINTS AND EXPANSION JOINTS FILL AND SEAL JOINTS. REF SPEC 07900.
4. REFER TO DETAILS ON SHEET A2.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS.
5. RESURFACE EXISTING EIFS WHERE NOTED.
6. PAINT EXTERIOR OF BUILDING AS SHOWN. AT WALL(S) WITH EXISTING SIGN(S) MASK AND PAINT AROUND SIGN CHARACTERS.
7. PAINT EXTERIOR OF BUILDING AS SHOWN. PRIOR TO PAINTING WALL AT LOCATION(S) OF NEW LIT ID/LOGO SIGN(S), COORDINATE SCOPE OF WORK WITH WALMART CM.
8. EXISTING PAINT TO REMAIN EXCEPT WHERE NOTED ON PLANS AND SHEET NOTES. REPAINT ANY AREAS AFFECTED BY CAULK REMOVAL AND REPAIR TO MATCH ADJACENT. TOUCH UP AREAS WITH SCUFF MARKS TO MATCH EXISTING PAINT FINISH.
9. NOT USED.
10. NOT USED.
11. NOT USED.
12. NOT USED.
13. NOT USED.
14. NOT USED.
15. NOT USED.
16. DO NOT PAINT LED WALL PACK HOUSINGS

## DEMOLITION NOTES

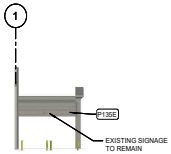
1. REMOVAL OF LIT ID/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS BY OTHERS.
2. GENERAL CONTRACTOR TO PATCH/REPAIR HOLES LEFT AFTER SIGNS ARE REMOVED AND REPAINT AS SCHEDULED
3. NOT USED.
4. NOT USED.
5. REMOVAL OF BUILDING MOUNTED ITEMS, SHOWN OR NOTED TO BE DEMOLISHED OR AS REQUIRED BY SCOPE OF WORK, SHALL OCCUR PRIOR TO PAINTING BUILDING. COORDINATE DEMOLITION WORK SO EXTERIOR PAINTING WILL OCCUR PRIOR TO INSTALLATION OF BUILDING MOUNTED ITEMS.



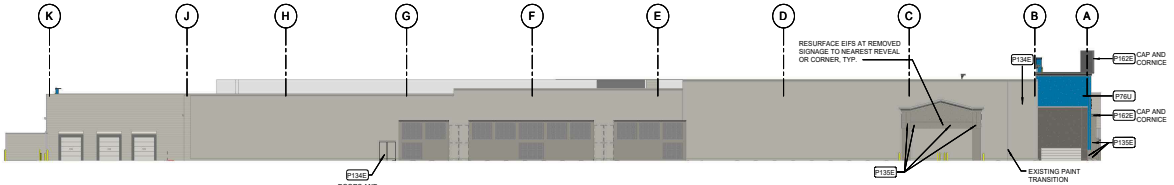

9 ENLARGED AUTO CENTER ELEVATION
1" = 10'-0"



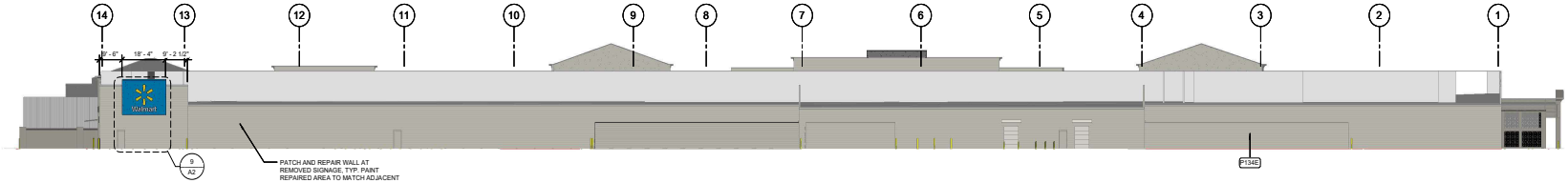

8 ENLARGED FRONT ELEVATION
1" = 10'-0"



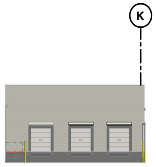

7 PHARMACY ELEVATION
1" = 20'-0"



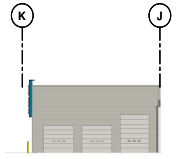

6 SIDE ELEVATION
1" = 20'-0"



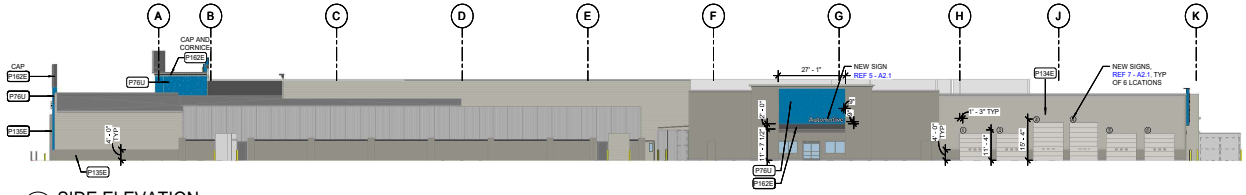

5 REAR ELEVATION
1" = 20'-0"



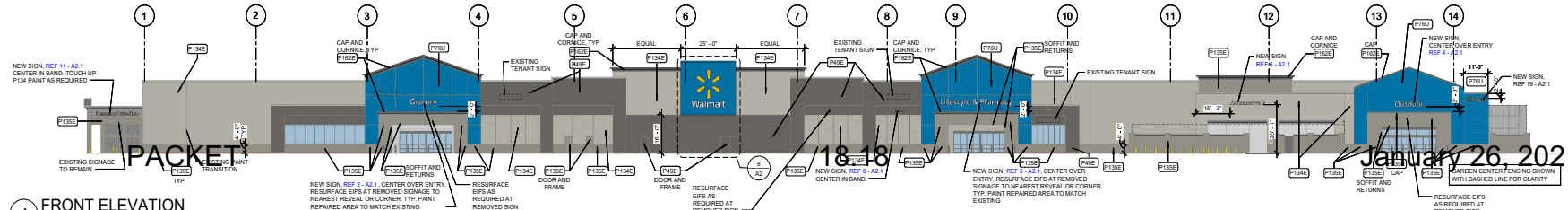
4 RECEIVING DOCK ELEVATION
1" = 20'-0"



3 AUTO CENTER ELEVATION
1" = 20'-0"




2 SIDE ELEVATION
1" = 20'-0"




1 FRONT ELEVATION
1" = 20'-0"

PACKET 18 18 January 26, 2021

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SUITE 200
TULSA, OK 74119
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CONSULTANTS

Walmart
MIDLAND (S), TX
STORE NO.: 3845-252
JOB NUMBER: USWMA-008976
105 SC
PHOTO

ISSUE BLOCK

| | |
|---|---|
| CHECKED BY: | OP |
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| PROTO CYCLE: | 09/25/2020 |
| DOC DATE: | 11/20/2020 |

DOCUMENTS WITHOUT SIGNATURE AND REQUIRED SEAL OF AOR/EOR ARE NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS
11/23/2020

JAMES EDWARD TURNER
ARCHITECT OF RECORD

EXTERIOR ELEVATIONS

SHEET: A2

MIDLAND Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: Z-20-0206

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: JENNIFER COBBS C/O CYNTERGY | | Phone (918 )346-6818 Email jcobbs@cyntergy.com permits@cyntergy.com | |
|---|---|---|---|
| Address 810 S. CINCINNATI, 2ND FLOOR | City TULSA | State OK | Zip 74119 |

| **Property Owner** Printed Name: WALMART R.E. BUS. TRUST | | Phone (479 )273-6705 Email hamidul.hoq@walmart.com | |
|---|---|---|---|
| Address 2608 SE J STREET | City BENTONVILLE | State AR | Zip 72716 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: Printed Name: | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

**Street Address:** 200 W. INTERSTATE 20, MIDLAND, TX 79701

**Legal Description** ACRES: 19,8000, BLK: 56A, LOT: 01B, ADDN: BELMONT SEC 9
Lot: 01B Block: 56A Subdivision: BELMONT SEC 9

**Current Zoning:** PD, REGULATED BY ORDINANCE NO. 8239, W/ AN UNDERLYING ZONE OF LR-2, LOCAL RETAIL DISTRICT

**Proposed Zone:** (NO ZONING CHANGE, AMENDED SITE PLAN REVIEW ONLY)
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request:**
REQUESTING AMENDED PD SITE PLAN REVIEW, PROPOSED UPDATED EXTERIOR WALL SIGNS

**Present Use of Property:** MERCANTILE-RETAIL/GROCERY

**Proposed Use of Property:** MERCANTILE-RETAIL/GROCERY

**How would this zone change affect the public health, safety and welfare?**
THE SIGN CHANGES WOULD POSITIVELY AFFECT THE THE PUBLIC HEALTH, SAFETY, AND WELFARE. INCLUDED IN THE UPDATED SIGNS WILL BE A NEW PICKUP & SPARK SIGN INDICATING THE ONLINE GROCERY PICKUP IS AVAILABLE

**Describe how conditions affecting the property have changed since present zoning designation:** NO CHANGES TO THE PROPERTY

**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): Jennifer Cobbs c/o Cyntergy | Date: 10/28/2020 |
| Applicant (printed): JENNIFER COBBS C/O CYNTERGY | |
| Property Owner (signature): | Date: 10/30/20 |
| Property Owner (printed) : HAMIDUL HOQ ON BEHALF OF WALMART | |

*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 JENNIFER COBBS who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by WALMART, 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 Cobbs c/o Cyntergy
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 2nd day of November, 2020, to certify which witness my hand and seal of office.

MISTY TUCKER NOTARY PUBLIC Commission # 15001866 My Commission Expires 02-24-2023 STATE OF OKLAHOMA

Misty Tucker
NOTARY PUBLIC, ~~MIDLAND COUNTY, TEXAS~~

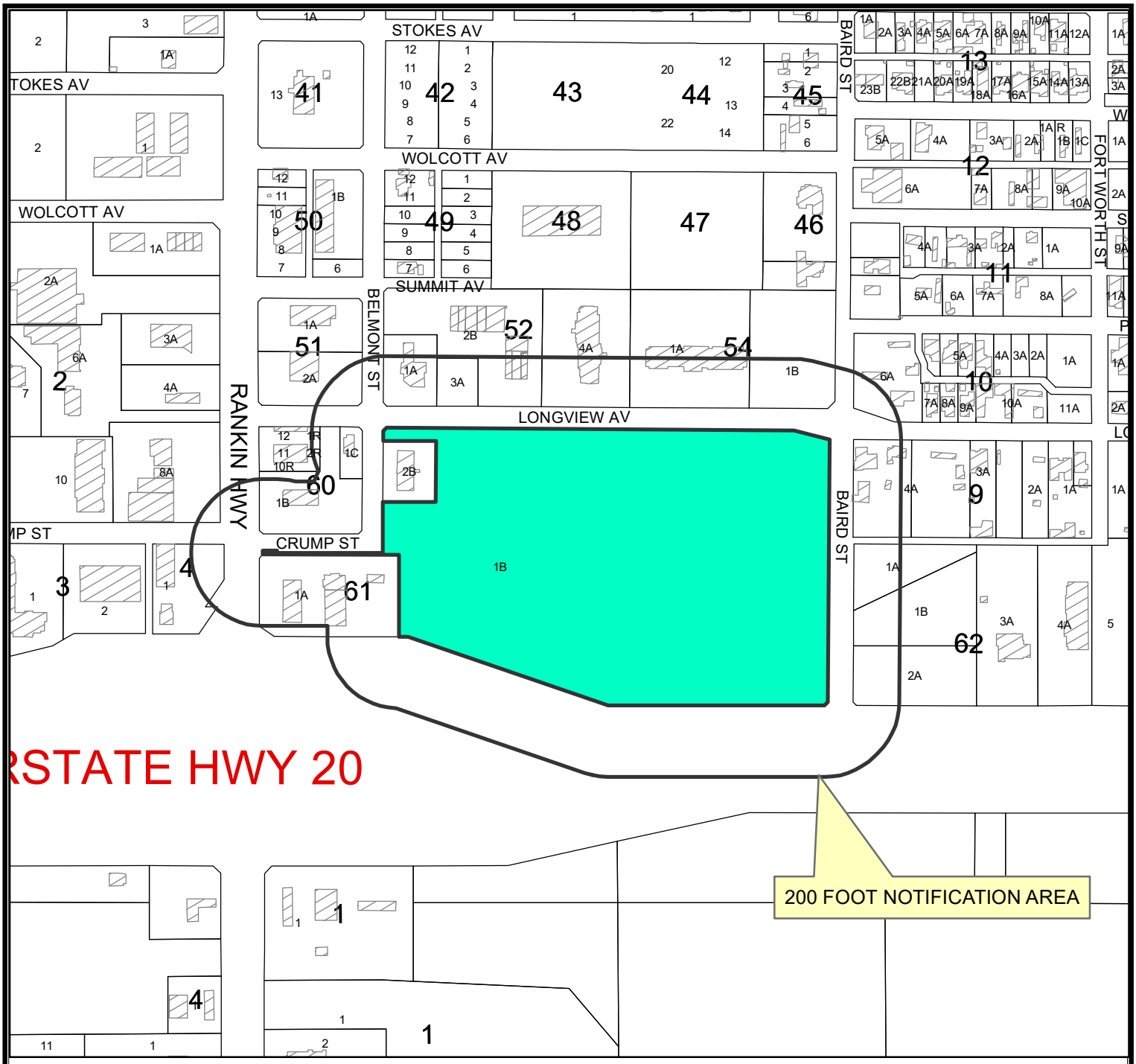
**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☐ Application Fee | ☑ Plans in Digital Format (PDF/JPEG) |

Check #_____

Received By: Cristel Bruns Date: 12/3/2020

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

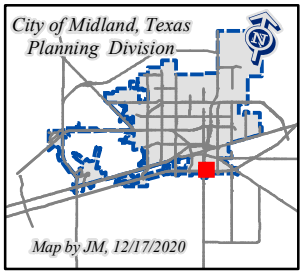
**Z-20-0206** **Scale: 1" = 400'**

Consider a request by Jennifer Cobbs for a zone change from PD, Planned Development District for a Shopping Center to Amended PD, Planned Development District for a Shopping Center on Lot 1B, Block 56A, Belmont Addition, Section 9, City and County of Midland, Texas.

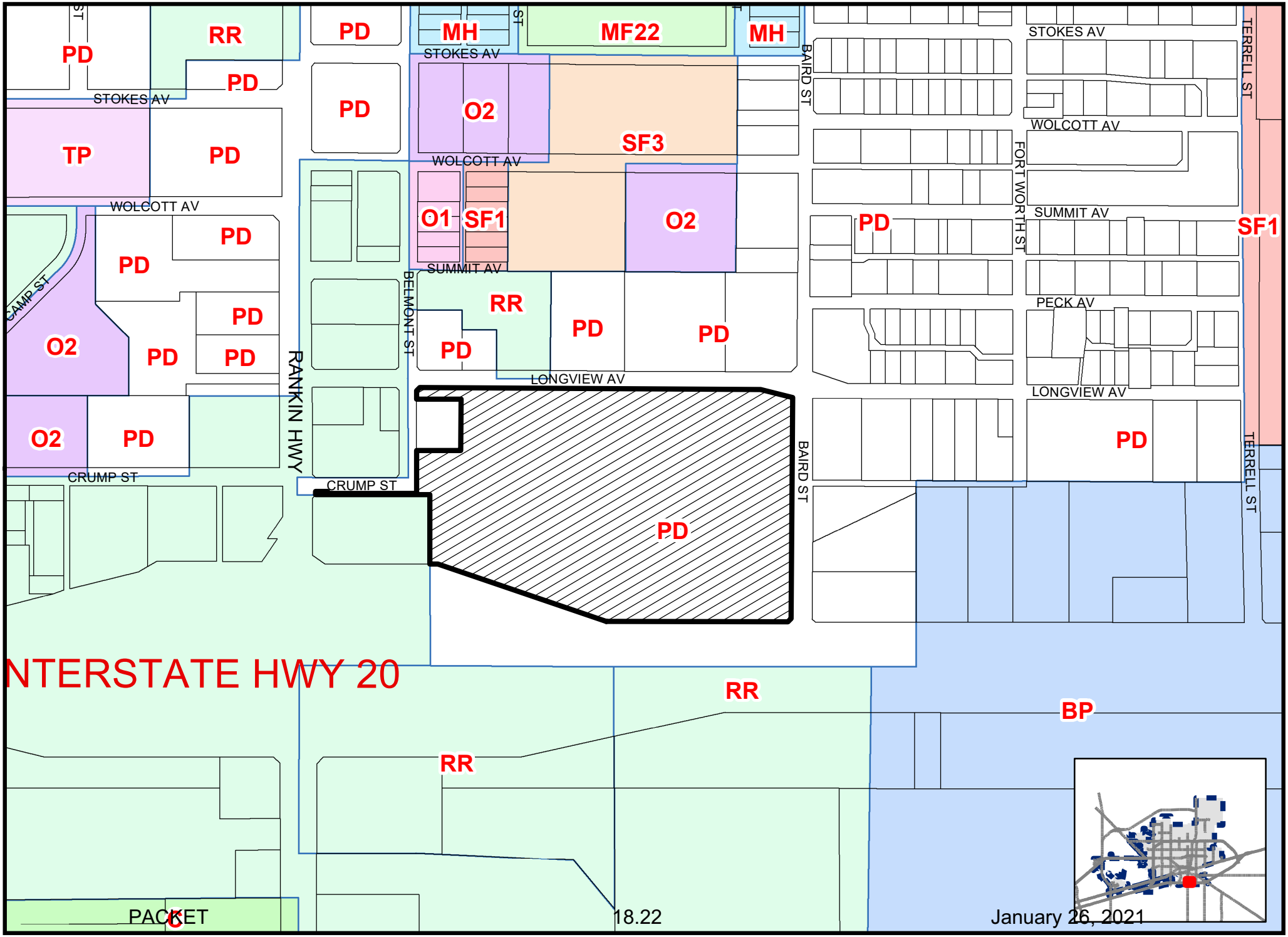
Generally located on the south side of West Longview Avenue, approximately 360 feet east of Rankin Highway. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By JM, 12/20/2020*

**Z-20-0206**

**Scale: 1" = 400'**

# ZONING MAP

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**ORDINANCE NO. 8239**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 25.460 ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK 39, T-2-S, T & P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT AND BP, BUSINESS PARK DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A SHOPPING CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Planned Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Shopping Center 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 LR-2, Local Retail District and BP, Business Park District, and it shall be used as a PD, Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

A 25.460-acre tract of land out of Section 2, Block 39, T-2-S, T & P RR Co. Survey,

City and County of Midland, Texas. See metes and bounds description attached hereto and incorporated herein as Exhibit "D".

**SECTION TWO.** That said property shall be subject to the following conditions and restrictions:

A. This property shall be subject to the regulations of the LR-2, Local Retail District, except as otherwise stated below.

B. Development of the property identified on Exhibit "A" as Lot 1 shall conform to the conditions shown on the attached site plans, Exhibits "A", "B", "C-1" and "C-2" in all respects.

C. The property located on the east side of Baird Street, identified on Exhibit "A" as Lots 2 and 3 shall be subject to future site plan review. No development can occur, and no building permit can be issued until a planned district site plan is approved in the same manner as prescribed for a zone change.

D. The maximum floor area of this building shall not exceed 205,000 square feet, excluding the outdoor garden center, which shall not exceed 25,000 square feet in area.

E. In addition to the uses allowed in the LR-2 District, this property may also be used for a garden center and an automotive center, when developed according to the attached Exhibits. The automotive center shall be limited to tire sales, a lubrication center and minor tune-up and repair. The repair of major automotive systems shall not be allowed.

F. The landscaping shown on Exhibits "C-1" and "C-2" shall be installed within 180 days of the issuance of a Certificate of Occupancy. All plant materials shall be the minimum size shown on the Exhibits at the time of planting. All landscaping shall be irrigated with an underground sprinkler system, and shall be maintained in a healthy, growing condition.

G. The minimum height of the masonry fence surrounding the garden center shall be eight feet, and the minimum total height of this fence, including the decorative screening fence, shall be 20 feet.

H. A gasoline sales facility shall be allowed at the location shown on Exhibit "A". The fence surrounding the dumpster at the gasoline station shall be a minimum of six feet in height.

I. The parking plan shown on Exhibit "A" shall be considered illustrative. The minimum number of spaces shall be determined through the building permit process. No parking is required for the auto center, and one parking space shall be provided for every 1,000 square feet occupied by the outdoor garden center.

J. All outdoor lighting shall conform to the City of Midland Outdoor Lighting Policy, including the use of full cut-off light fixtures.

K. All business signage shall conform to Exhibits "A" and "B". The maximum

sign area for the gasoline station shall not exceed 200 square feet in area.

**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 11th day of May, A.D., 2004; and passed to second reading on motion of Council member Dingus, seconded by Council member Dufford, by the following vote:

Council members voting "AYE": Dingus, Dufford, Perry, Morgan, Canon, Simpson and Hailey

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Dufford, on the 25th day of May, A.D., 2004, at a regular meeting of the City Council:

Council members voting "AYE": Morgan, Dufford, Perry, Dingus, Canon, Simpson and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 25th day of May, A.D., 2004.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

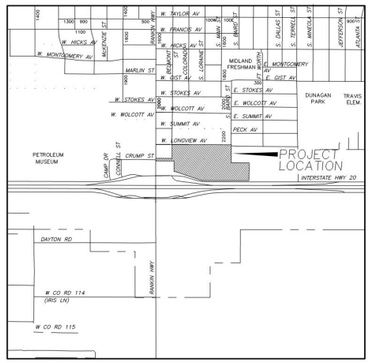
APPROVED AS TO FORM:

Keith Stretcher, City Attorney

## PROPOSED PLANNED DISTRICT REGULATIONS

1. MINIMUM BUILDING AND LANDSCAPE SETBACKS TO BE AS SHOWN ON THIS PLAN.
2. SIDEWALKS AS SHOWN ON THIS PLAN.
3. SITE LIGHTING SHALL BE 42 FEET MOUNTING HEIGHT WITH 1000 WATT METAL HALIDE FIXTURES.
4. SITE AND BUILDING SIGNAGE SHALL INCLUDE:
   STANDARD WAL-MART BUILDING MOUNTED SIGNAGE – APPROX. 1200 SQ. FT.
   1 – MONUMENT SIGN, ± 80 S.F. EACH SIDE
   1 – ON PREMISE PYLON SIGN ± 700 S.F. AREA, HEIGHT ± 50 FEET
   1 – TLE DIRECTIONAL SIGN ± 35 S.F. EACH SIDE
   1 – STD. SIGN PACKAGE FOR GAS STATION – APPROX. 250 SQ. FT.

GRAPHIC SCALE
1 inch = 80 ft.




VICINITY MAP
NO SCALE

BELMONT STREET
COLORADO STREET
LORAINE STREET
MAIN STREET
BAIRD STREET
RANKIN HIGHWAY (U.S. HIGHWAY 349)
EXISTING LONGVIEW AVE.
PROPOSED LONGVIEW AVE. EXTENSION
PROPOSED BAIRD STREET (PUBLIC)
U.S. INTERSTATE HIGHWAY 20
EXISTING 2-WAY I-20 SERVICE ROAD

EXISTING SONIC
EXISTING McDONALDS
EXISTING GAS STATION
EXISTING SINGLE FAMILY RESIDENTIAL
EXISTING SIGNALIZED INTERSECTION
EXISTING RIGHT OF WAY TO REMAIN
EXISTING/RIGHT OF WAY TO BE ABANDONED BY SEPARATE PROCESS WITH THE CITY OF MIDLAND
EXISTING RIGHT OF WAY TO BE ABANDONED BY SEPARATE PROCESS WITH THE CITY OF MIDLAND
PROPOSED TRAFFIC SIGNAL
PROPOSED GAS STATION
PROPOSED MONUMENT SIGN
PROPOSED RIGHT OF WAY DEDICATION
PROPOSED ASPHALT PARKING AREA
PROPOSED 4' WIDE SIDEWALK
PROPOSED ON PREMISE PYLON SIGN
PROPOSED WAL-MART SUPERCENTER
PROPOSED 20' ALLEY R.O.W.
PROPOSED RIGHT OF WAY DEDICATION 41' B/B IN PROPOSED 70' RIGHT OF WAY
PROPOSED DRIVEWAY TO OUTLOT – LOCATION MAY VARY
BARRIER FREE RAMPS
CITY LIMIT LINE
CITY LIMIT LINE (APPROXIMATE)
EXISTING 35½' B/B IN EXISTING 60' R.O.W.
PROPOSED 37' B/B IN EXISTING 60' R.O.W.
EXISTING SINGLE FAMILY RESIDENTIAL
7.5' LANDSCAPE AND BUILDING SETBACK
10' LANDSCAPE AND BUILDING SETBACK
50' R.O.W.
9.5'x18' @ 60° PARKING SPACE (TYP.)
CART CORRAL (TYP.)
LANDSCAPE ISLAND (TYP.)
20' ONE-WAY (TYP.)
25' TWO-WAY (TYP.)
HANDICAP SPACES (TYP.)
DUMPSTER
GROCERY ENTRANCE
GENERAL MERCHANDISE ENTRANCE
DRIVE-THRU PHARMACY
TRASH COMPACTOR
TRUCK DOCK W/14' HIGH MASONRY WALL TO MATCH BUILDING
ELECTRIC TRANSFORMER
TRUCK TURNAROUND
INDOOR GARDEN CENTER
OUTDOOR GARDEN CENTER
± 25,000 S.F. NOT INCLUDED IN BLDG. S.F.
TIRE AND LUBE EXPRESS
BALE AND PALLET STORAGE W/ 10' HIGH SCREEN WALL
18' R.O.W. DEDICATION TO ADD TO EXISTING 52' R.O.W. FOR TOTAL OF 70' R.O.W.
CITY RESPONSIBLE FOR RELOCATION OF EXIST. STRUCTURES LOCATED WITHIN CITY R.O.W., IF ANY.
BAIRD STREET WILL BE A CITY DESIGNATED TRUCK ROUTE
FIRELANE, ACCESS AND UTILITY EASEMENT
10' LANDSCAPE AND BUILDING SETBACK
8' HIGH MASONRY WALL TO MATCH BUILDING WITH ORNAMENTAL METAL FENCE ABOVE, TO HEIGHT OF 20' TOTAL
LOT 1
LOT 2
LOT 3
UNDEVELOPED
± 163'

## SITE DATA SUMMARY

| EXISTING ZONING: LR–2 | PROPOSED ZONING: PD–SC |
|---|---|
| LOT 1 – WAL–MART | ± 20.31 ACRES |
| LOT 2 – DETENTION | ± 2.31 ACRES |
| LOT 3 – FUT. DEV. | ± 1.39 ACRES |
| R.O.W. DEDICATION | ± 1.45 ACRES |
| TOTAL | ± 25.46 ACRES |
| PROPOSED USE | WAL–MART SUPERCENTER WITH DRIVE–THRU PHARMACY, TIRE AND LUBE EXPRESS, AND OUTDOOR GARDEN CENTER |
| BLDG. AREA | ± 205,000 S.F. |
| BUILDING HEIGHT: MAXIMUM BY CODE | 28'–9" W/8' ALLOWED FOR PARAPET |
| PROPOSED | 40' TO HIGHEST POINT |
| LOT COVERAGE: MAXIMUM BY CODE | 75% |
| PROPOSED | 30% |
| PARKING REQ. (5.0 SP./1000 SF) | 1,016 |
| PROV. (5.0/1000 SF) | 1,016 + |
| HANDICAP SP. REQ. | 21 |
| PROV. | 21 |

OWNER:
WAL–MART
702 SW 8TH ST.
BENTONVILLE, AR 72716–0550
Tel. No. (479)273–4000

APPLICANT:
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972)770–1300
Fax No. (972)239–3820

| No. | Date | Revisions | App. |
|---|---|---|---|

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

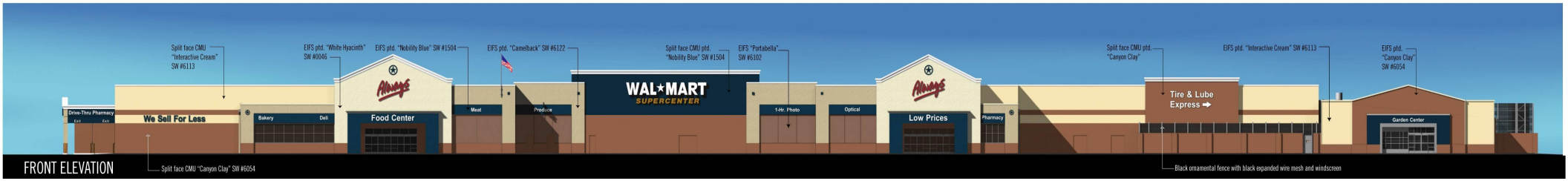
WAL★MART
I.H. 20 AND RANKIN HWY.
MIDLAND, TEXAS

PRELIMINARY
SITE PLAN

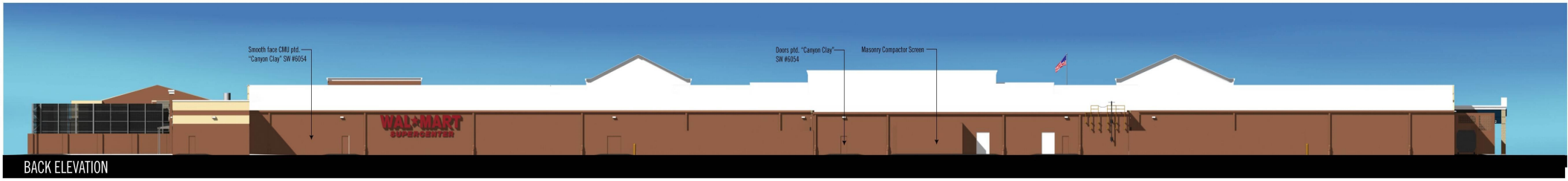
Scale: AS NOTED
Designed by: MAM
Drawn by: DLC
Checked by: JRH
Date: APRIL 2004
Project No. 63362112

SHEET
C–1

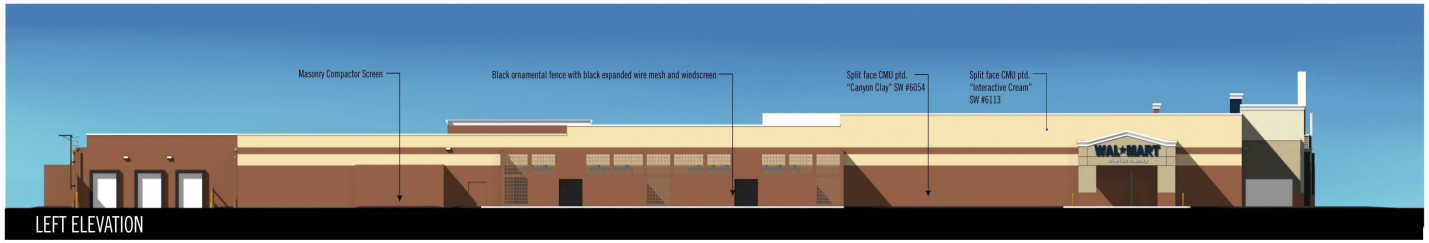


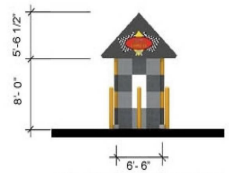
FRONT ELEVATION



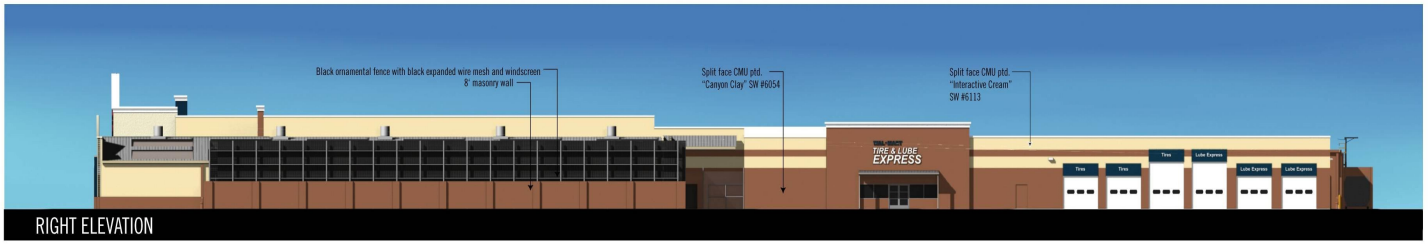
BACK ELEVATION



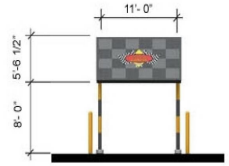
LEFT ELEVATION



**FRONT ELEVATION**
NOT TO SCALE



RIGHT ELEVATION



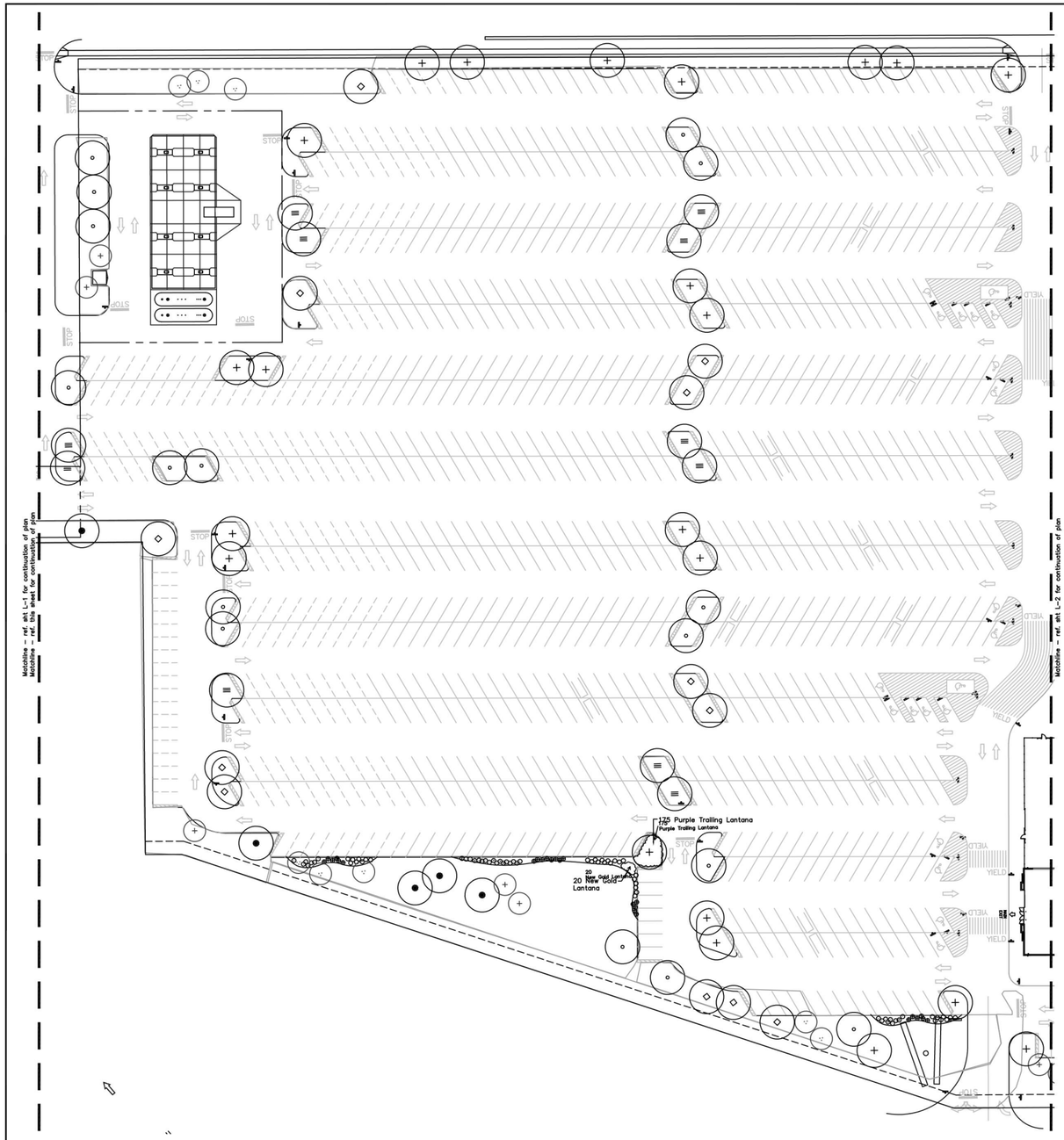
**SIDE ELEVATION**
NOT TO SCALE
TLE KIOSK SIGNAGE = 65.33 S.F.

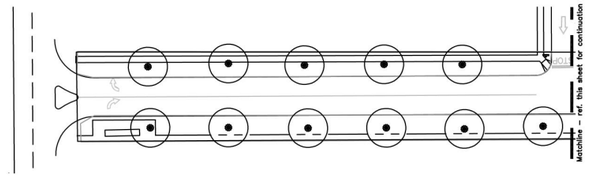
Wal★Mart | Midland, TX #3645 | Taylor Scott Architects

April 27, 2004



www.taylorscott.com copyright 2004 Taylor Scott Architects Inc.
WAL★MART STORES, INC.
TAYLOR SCOTT ARCHITECTS, INC.




Legend

| | |
|---|---|
| + | Live Oak |
| ○ | Cedar Elm |
| ◇ | Chinese Pistache |
| ≡ | Bur Oak |
| ✺ | Mexican Sycamore |
| ∴ | Lavender Crapemyrtle |
| + | Tree Yaupon |
| ○ | Cenizo |
| ○ | Dwf. Burford Holly |
| ⊕ | Red Yucca |

Note:
See sheet L-2 for Landscape Calculations and Plant List.

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

# WAL★MART

**SC-195-SGR-OR, STORE #3645-00**
**I.H. 20 AND RANKIN HWY.**
**MIDLAND, TEXAS**

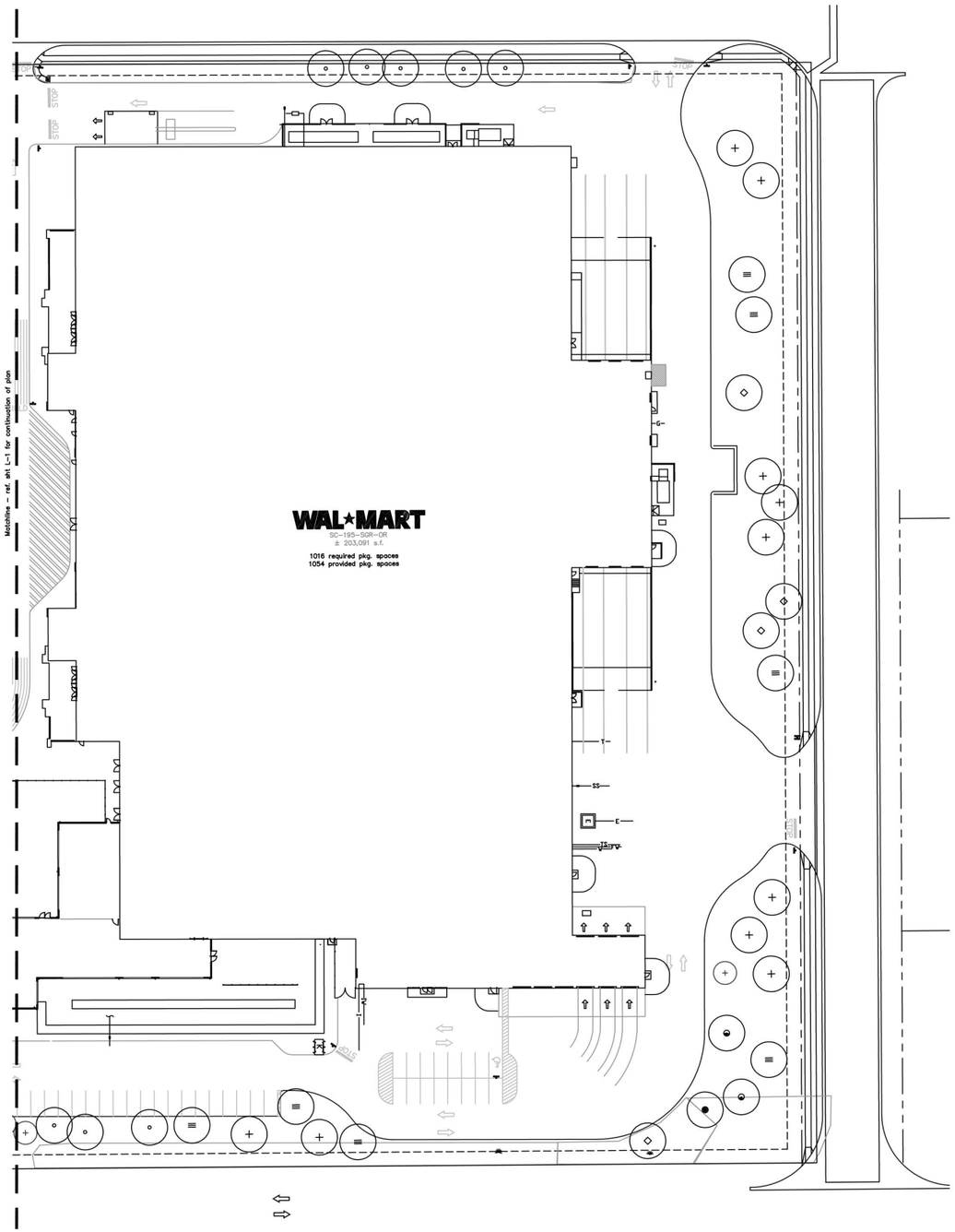
## Landscape Plan

| | |
|---|---|
| Scale: | 1" = 40' |
| Designed by: | JFM |
| Drawn by: | |
| Checked by: | |
| Date: | APRIL 2004 |
| Project No. | 63362112 |

SHEET L-1

STATE OF TEXAS
JOHN F. MURPHY
973
REGISTERED
LANDSCAPE ARCHITECT

Land Resource Design
Landscape Architecture
John F. Murphy, RLA, CCS
2708 S. Lamar Blvd. Suite 110 Austin, TX 78704 512-443-3012 tel. 512-443-3089 fax
1324 S. Beckham Ave. Suite 244 Tyler, TX 75701 903-533-0898 tel./ fax landlaw-internet.com




## Legend

- Live Oak
- Cedar Elm
- Chinese Pistache
- Bur Oak
- Mexican Sycamore
- Lavender Crapemyrtle
- Tree Yaupon
- Cenizo
- Dwf. Burford Holly
- Red Yucca

## Landscape Calculations

* Based on Draft Landscape Ordinance

| | | | |
|---|---|---|---|
| Total Site Area | 914,820 sf | | |
| Landscape Area | Req. 91,482 sf | Prov. | 91,694 sf |

| Streetyard Landscape | Required | Provided |
|---|---|---|
| I-20 Street Frontage 1222 ft. | 41 Trees (3" ca.) | 41 |
| **Parking Lot** | | |
| 1054 spaces | 53 trees (1:20) | 53 trees |

## Landscape Notes

1. Solid sod all islands and peninsulas with 609 Buffalo Grass.
2. Hydromulch all perimeter and disturbed areas with Sahara Bermuda Grass.
3. All landscaping will be watered with an underground automatic irrigation system.

## Plant List

| No. | Common Name | Botanical Name | Size |
|---|---|---|---|
| 30 | Live Oak | Quercus virginiana | 3" Cal. B & B |
| 18 | Bur Oak | Quercus macrocarpa | 3" Cal. B & B |
| 8 | Lavender Crapemyrtle | Lagerstroemia indica 'Red' | B & B 10' Ht 3 Trunk min. |
| 16 | Chinese Pistache | Pistacia chinensis | 3" Cal. B & B |
| 24 | Cedar Elm | Ulmus crassifolia | 3" Cal. B & B |
| 8 | Tree Yaupon | Ilex vomitoria 'multi trunk' | B & B 8' Ht 3 Trunk min. |
| 19 | Mexican Sycamore | Platanus mexicana | 45 Gal. 2 3/4" cal. |
| 19 | Red Yucca | Hesperaloe parviflora | 5 Gal. 36" oc |
| 33 | Cenizo | Leucophyllum frutescens | 5 Gal. 36" oc |
| 33 | Dwarf Burford Holly | Ilex cornuta 'Burford' | 5 Gal. 36" oc |
| 175 | Purple Trailing Lantana | Lantana montevidensis | 1 Gal. 18" oc |
| 20 | New Gold Lantana | Lantana 'New Gold' | 1 Gal. 24" oc |

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |


Kimley-Horn and Associates, Inc.
13700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820


# WAL★MART

**SC-195-SGR-OR, STORE #3645-00**
**I.H. 20 AND RANKIN HWY.**
**MIDLAND, TEXAS**

Landscape Plan

Scale: 1" = 40'
Designed by: JNF
Drawn by:
Checked by:
Date: APRIL 2004
Project No. 63362112

SHEET
L-2


STATE OF TEXAS
JOHN F. MURPHY
973
REGISTERED
LANDSCAPE ARCHITECT

Land Resource Design
Landscape Architecture
John F. Murphy, RLA, CCS
2708 S. Lamar Blvd. Suite 110 Austin, TX 78704 512-443-3512 tel. 512-443-3588 fax
1324 S. Beckham Ave. Suite 244 Tyler, TX 75701 903-533-8698 tel./ fax landdesn-internet.com

# FIELD NOTE DESCRIPTION

BEING a 25.460 acre tract of land out of the Southwest ¼ of Section 2, Block 39, T-2-S, T. & P. RR. Co. Survey, Midland County, Texas and said tract being part of a 16.8 acre tract of land conveyed to Tom Family Partnership, Ltd, et al by Special Warranty Deed recorded in volume 1238, Page 636 of the Deed Records of Midland County, Texas; also being part of a tract of land conveyed to L. G. Mackey, Jr., et al by Distribution Deed recorded in Volume 2082, Page 68 of the Official Public Records of Midland County, Texas; and also being all of Block 59, Belmont Addition, an addition to the City of Midland, Midland County, Texas, according to the Plat recorded in Plat Cabinet "B", Page 15 of the Plat Records of Midland County, Texas as conveyed to Midland Soup Kitchen Ministry by Deed recorded in Volume 1105, Page 001 of the Deed Records of Midland County, Texas; and also being all of Lots 1 through 6, Block 56, all of Lots 1 through 12, Block 57 and all of Lots 1 through 12, Block 58, all in said Belmont Addition; and also being that portion of Main Street (80 Ft. ROW), Loraine Street (60 Ft. ROW), Colorado Street (60 Ft. ROW) and two 20 Ft wide alleys, all located between said Blocks 56, 57, 58 and 59, of said Belmont Addition; and being more particularly described as follows:

BEGINNING at a 5/8-inch re-bar with aluminum cap marked "Wal-Mart RPLS 4398" set in the East right-of-way line of State Highway 349 (Rankin Highway) common with the Northwest corner of Lot 1, Block 61, Belmont Addition, Section 5, an addition to the City of Midland, Midland County, Texas according to the Plat recorded in Plat Cabinet "D", Page 232 of the Plat Records of Midland County, Texas, for the most Westerly Southwest corner of this tract, from which a ½-inch re-bar found at or near the Southwest corner of said Lot 1 common with the Northwest end of a corner clip at the Northeast corner of the intersection of said State Highway 349 with Interstate Highway 2o bears S 14° 49' 39" E a distance of 200.00 feet;

THENCE N 14° 49' 39" W, along said East right-of-way line of State Highway 349, a distance of 57.80 feet to a 5/8-inch re-bar with aluminum cap marked "Wal-Mart RPLS 4398" set for the most Westerly Northwest corner of this tract common with the Southwest corner of Lot 1-A, Block 60, Belmont Addition, Section 6, an addition to the City of Midland, Midland County, Texas according to the Plat recorded in Plat Cabinet "E", Page 70 of the Plat Records of Midland County, Texas, from which a ½-inch re-bar found in said East right-of-way line of State Highway 349, at or near the Southwest corner of Lot 7, Block 51, of said Belmont Addition bears N 14° 49' 39" W a distance of 358.91 feet;

THENCE N 75° 49' 30" E, along the South line of said Lot 1-A, a distance of 286.18 feet to a ½-inch re-bar found at or near the Southeast corner of said Lot 1-A, for an exterior corner of this tract;

THENCE N 76° 54' 48" E, along the South end of Belmont Street, as platted in said Belmont Addition, a distance of 60.11 feet to a 5/8-inch re-bar with aluminum cap

marked "Wal-Mart RPLS 4398" set at or near the Southwest corner of said Block 59, Belmont Addition, for an interior corner of this tract;

THENCE N 14° 18' 48" W, along the West line of said Block 59 common with the East right-of-way line of said Belmont Street, a distance of 300.00 feet to a 5/8-inch re-bar with aluminum cap marked "Wal-Mart RPLS 4398" set at or near the Northwest corner of said Block 59 common with the Southeast corner of the intersection of said Belmont Street with Longview Avenue, for the most Northerly Northwest corner of this tract;

THENCE N 75° 49' 46" E, along the North line of said Blocks 56, 57, 58 and 59 common with the South right-of-way line of Longview Avenue, a distance of 1,265.00 feet to a 5/8-inch re-bar with aluminum cap marked "Wal-Mart RPLS 4398" set at or near the Northeast corner of said Lot 1, Block 56, common with the Southwest corner of the intersection of said Longview Avenue with Baird Street, for the Northeast corner of this tract;

THENCE S 14° 10' 05" E, along the East line of said Block 56 common with the West right-of-way line of said Baird Street a distance of 300.00 feet to a ½-inch iron rod found at or near the Southeast corner of said Block 56, for an interior corner of this tract;

THENCE N 74° 52' 06" E, across the South end of Baird Street, as currently platted, a distance of 52.41 feet to a point in a metal fence at or near the Southwest corner of Lot 4A, Block 9, Bizzell-Kiser, Section 4, an addition to the City of Midland, Midland County, Texas, according to the Plat recorded in Plat Cabinet "F", Page 29 of the Plat Records of Midland County, Texas, for an exterior corner of this tract;

THENCE N 75° 47' 37" E, along the South line of Lots 4A and 3A of said Block 9, a distance of 346.63 feet to a 5/8-inch re-bar with aluminum cap marked "Wal-Mart RPLS 4398" set for the most Easterly Northeast corner of this tract;

THENCE S 14° 18' 42" E, at 30.87 feet the Northwest corner of a 3.25 acre tract of land conveyed to Larry G. Cook by deed recorded in Volume 2187, Page 191 of the Official Public Records of Midland County, Texas, and continuing along the West line of said 3.25 acre tract, in all a distance of 470.52 feet to a railroad spike found in the North right-of-way line of Interstate Highway 20 common with the Southwest corner of said 3.25 acre tract, for the Southeast corner of this tract;

THENCE S 75° 34' 01" W, along the North right-of-way line of said Interstate Highway 20, a distance of 1,031.14 feet to a 4-inch concrete Tx-DOT highway monument, found for an exterior corner of this tract;

THENCE N 85° 35' 15" W, continuing along the North right-of-way line of said Interstate Highway 20, a distance of 591.51 feet to a 3-inch brass cap in concrete, a Tx-DOT monument found for an interior corner of this tract;

THENCE S 75° 41' 13" W, continuing along the North right-of-way line of said Interstate Highway 20, a distance of 26.36 feet to a 5/8-inch re-bar with aluminum cap marked "Wal-Mart RPLS 4398" set for the most Southerly Southwest corner of this tract common with the Southeast corner of a 1.00 acre tract of land conveyed to West Texas Gas, Inc. by Warranty Deed recorded in Volume 1634, Page 327 of the Official Public Records of Midland County, Texas;

N 14° 30' 46" W, along the East line of said 1.00 acre tract, a distance of 230.00 feet to a 5/8-inch re-bar with aluminum cap marked "Wal-Mart RPLS 4398" set for an interior corner of this tract common with the Northeast corner of said 1.00 acre tract;

THENCE S 75° 41' 14" W, along the North line of said 1.00 acre tract and the North line of said Lot 1, Block 61, Belmont Addition, Section 5, a distance of 390.53 feet to the POINT OF BEGINNING and containing 25.460 acres of land.

# City Council Agenda

Approved for Agenda:
**MJohnston**
City Manager's Office

**MEETING DATE:** **May 11, 2004**

**TO:** **CITY COUNCIL/CITY MANAGER**

**FROM:** **Cameron Walker, Planning Division Manager**

**SUBJECT:** **Wal-Mart Supercenter**

---

**Purpose:**
Hold a public hearing at 11:03 A.M. and consider an ordinance on a request by Kimley-Horn and Associates for approval of a zone change from LR-2 District and BP District to Planned District for a Shopping Center.

**Recommended City Council Action:**

☒ Approve ☐ Deny ☐ Direction/Informational

**Fiscal Impact: N/A**

**Discussion:**
The subject property represents the site of a second Wal-Mart Supercenter. The land is currently zoned LR-2, Local Retail District and BP, Business Park District. The applicant is requesting a zone change to Planned District for a Shopping Center. The purpose of the change is to allow an automotive center and a garden center within the store. These uses are not allowed under the current zoning; they are LR-3 District uses. However, we believe that these two uses can be integrated into this shopping center without causing any disruption to what the Comprehensive Plan generally defines as an LR-2 District location. Additionally, this site plan review replaces a similar administrative review applicable to all Interstate 20 frontages.

CDS

There are four site plans. Exhibit A is a plan view showing the building location and orientation. Exhibit B represents rendered elevation views of the proposed building, and Exhibits C-1 and C-2 are the landscaping plan. According to Exhibit A, the building will be located toward the east end of the property, facing west. The rear of the 203,000 square foot building will face Baird Street. However, masonry screening walls up to 14 feet in height should provide reasonable screening of the loading docks. The automotive center is located toward the southeast corner of the building, and the outdoor garden center is located in the southwest corner. The outdoor garden center will be enclosed with an eight-foot tall masonry fence, which is topped with a screening fence constructed of ornamental wire mesh and shade cloth that extends to a height of 20 feet. Exhibit B indicates that the building will be constructed of split face CMU, EIFS (an exterior coating) and glazing. We feel that significant attention was given to ensure that the building will be attractive, with no negative views from any direction. Finally, Exhibits C-1 and C-2 illustrate a landscaping plan that follows the guidelines developed by the Landscape Committee, who recently completed a draft landscaping ordinance. The staff is very pleased with the proposed landscaping plan. Landcaping covers just over 10 percent of the site, or over 91,000 square feet. Plant materials include three-inch caliper trees, five-gallon shrubs and grass.

We have not received any opposition to this proposal, and the Planning Commission recommended unanimous approval. We concur with the Commission's favorable recommendation, subject to the conditions contained in the attached ordinance.

Attachments:

April 19, 2004 Staff Report and Minutes
Proposed Ordinance and Site Plans




906
EZRIDER
Pharmacy Drive-Thru
Exit


NO
TRUCK
PARKING


MICROTEL

# City Council Meeting

**Item Number:** 19

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Elizabeth Shaughnessy, 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 316-SQUARE FOOT PORTION OF LOT 2E, BLOCK 4, CORPORATE PLAZA, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 366 FEET EAST OF NORTH BIG SPRING STREET AND APPROXIMATELY 876 FEET NORTH OF CORPORATE DRIVE), WHICH IS PRESENTLY ZONED O-2, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN CONNECTION WITH A FOOD AND BEVERAGE SALES STORE FOR OFF-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant is requesting a Specific Use Designation with Term for the sale of beer and wine for off-premises consumption, in connection with food and beverage sales stores, for a hotel market located inside the Home 2 Suites at 4104 N Big Spring, Midland, Texas 79705.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This proposal does not have a significant financial impact to the City.

**Analysis:**

**Current Zoning:**

O-2, Office District.

**Surrounding Zoning and Land Use:**

The property is located at 4104 N Big Spring in the O-2, Office District. The property to the north is zoned PD, Planned Development District for an Office District and the location of a motel. The properties to the east and south are zoned O-2, Office District and the locations of vacant land and an office tower, respectively. The property to the west is zoned RR, Regional Retail District and is the location of vacant land and a retail establishment.

**Discussion:**

CY Houston Management Company, LLC is requesting a Specific Use Designation for the property located at 4104 N Big Spring, to be able to sell beer and wine for off premise consumption, within a hotel market. The property is zoned O-2, Office District, which allows the sale of beer and wine for off premises consumption in connection with food and beverage sales stores with the approval of a Specific Use Designation.

Home 2 Suites by Hilton Midland East is currently under construction. The floor plan attached hereto as “Exhibit A” illustrates that the area for the sale of beer and wine for off-premises consumption will be limited to 316 square feet.

The Hotel market is proposing the following hours of operation:

**24 hours a day, 7 days a week.**

In addition, the hotel market is requesting the following hours of alcohol sales:

**Monday through Saturday: 7:00 a.m. to 12:00 a.m. (midnight)**
**Sunday: 12:00 p.m. (noon) to 12:00 a.m. (midnight)**

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

*The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.*

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Engineering: (Approved)**

No objections.

**Fire: (Approved)**

No objections.

**Transportation: (Approved)**

No objections.

**Code Administration: (Approved with Conditions)**

The SUD for Home 2 Suites is acceptable. The property must adhere to the current maximum occupant load of 214. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

**Planning:**

This request was recommended for approval at the January 19, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of a Specific Use Designation with Term for the sale beer and wine, for off premises consumption, in connection with food and beverage sales stores subject to Conditions A through F.

**Conditions:**

A. **That the sale of beer and wine for off-premises cinsumption shall be limited to approximately 316 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of beer and wine sales shall be limited to:**

    **Monday through Saturday: 7:00 a.m. to 12:00 a.m. (midnight)**
    **Sunday: 12:00 p.m. (noon) to 12:00 a.m. (midnight)**

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 of beer and wine shall conform to all applicable state and local laws.**

**F. That in accordance with Section 9.07.E.3 of the City Code, the establishment shall receive a certificate of occupancy within 120 days from the final adoption date of this ordinance.**

**Letters of Objection:**

As of January 20, 2021, staff has not received any letters of objections.

**Attachments:**

Floor Plan (Exhibit A)
Site Plan
Application
Maps

Robert Patrick

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 316-SQUARE FOOT PORTION OF LOT 2E, BLOCK 4, CORPORATE PLAZA, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 366 FEET EAST OF NORTH BIG SPRING STREET AND APPROXIMATELY 876 FEET NORTH OF CORPORATE DRIVE), WHICH IS PRESENTLY ZONED O-2, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN CONNECTION WITH A FOOD AND BEVERAGE SALES STORE FOR OFF-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 316-square foot portion of Lot 2E, Block 4, Corporate Plaza, Section 26, 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 beer and wine in connection with a food and beverage sales store (the "Establishment") for off-premises consumption, together with the uses permitted in the present O-2, Office

District.

**SECTION TWO.** That the Property shall be subject to the following conditions and restrictions:

A. That the Establishment shall be limited to approximately 316 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale of beer and wine shall conform to all applicable state and local laws.

C. That the days and hours of beer and wine sales shall be limited to the following:

Monday through Saturday from 7:00 a.m. to 12:00 a.m. (midnight); and
Sunday from 12:00 p.m. (noon) 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, 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

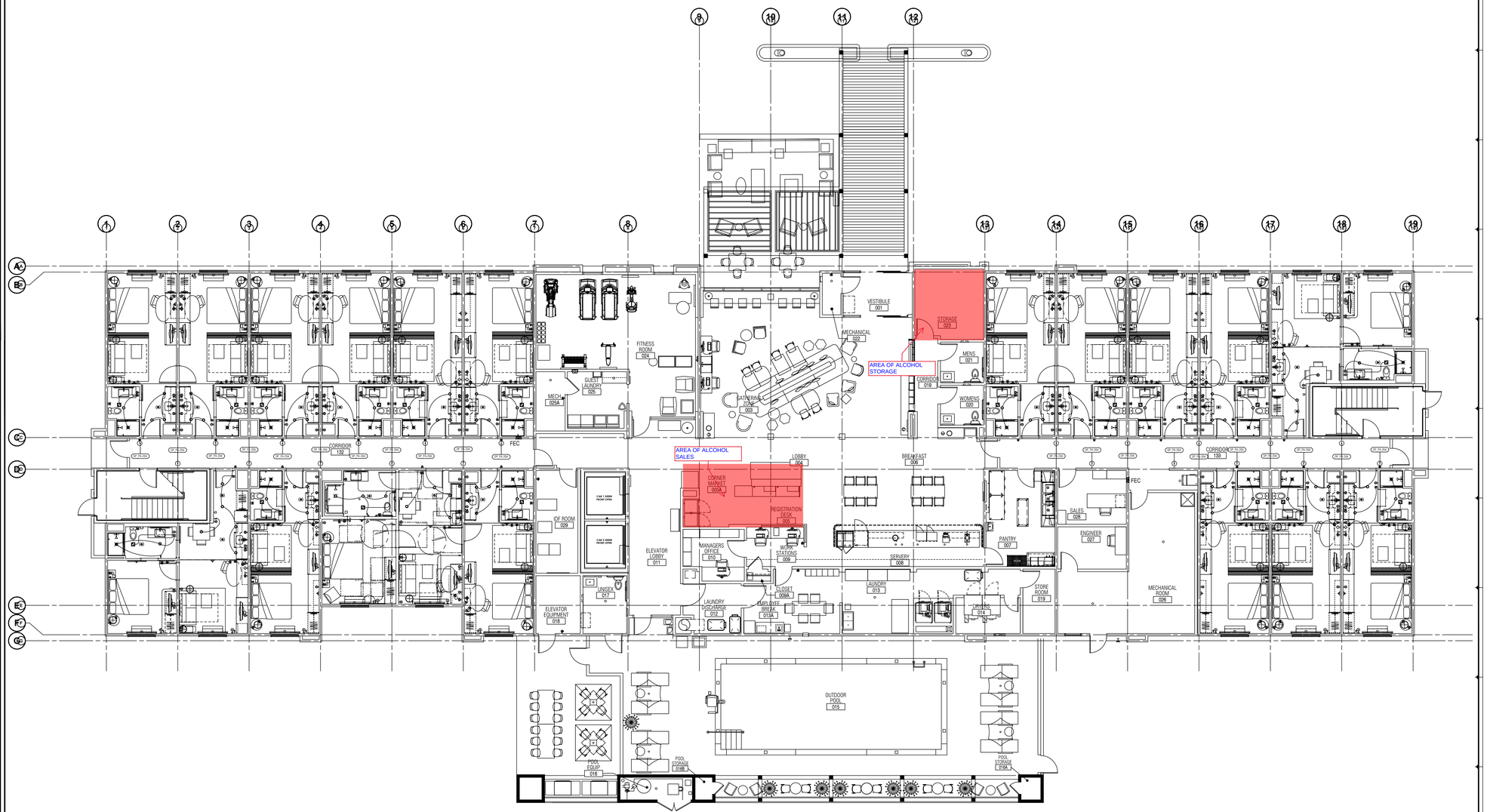
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

| ROOM MATRIX | | | | | | |
|---|---|---|---|---|---|---|
| Room Type | 1st Flr | 2nd Flr | 3rd Flr | 4th Flr | | Total |
| KING STUDIO | 8 | 19 | 19 | 19 | | 65 |
| KING STUDIO CONNECTED | 6 | 6 | 6 | 6 | | 24 |
| KING STUDIO ACCESSIBLE | 0 | 1 | 1 | 1 | | 3 |
| KING STUDIO CONN. EXTENDED | 0 | 1 | 1 | 1 | | 3 |
| KING STUDIO CONN. TO ADA | 1 | 1 | 1 | 1 | | 4 |
| KING ONE BEDROOM | 2 | 2 | 2 | 2 | | 8 |
| KING ONE BEDROOM ACCESSIBLE | 1 | 1 | 1 | 1 | | 4 |
| TOTAL | 18 | 31 | 31 | 31 | | 111 |
| HEARING IMPAIRED | 1 | 5 | 3 | 3 | | 12 |




1 1st FLOOR FURNITURE PLAN
1/8" = 1'-0"

KEY NOTES:

1. THIS ELEVATOR CAR SHALL PROVIDE EMERGENCY ACCESS TO ALL FLOORS AND BE LARGE ENOUGH TO ACCOMMODATE AN AMBULANCE STRETCHER
2. OVERALL BUILDING DIMENSIONS BASED ON WOOD FRAME CONSTRUCTION. OVERALL DIMENSION WILL VARY BASED ON FINAL BUILDING CONSTRUCTION
3. EGRESS STAIR IN CONCRETE MASONRY STAIR ENCLOSURE
4. ALTERNATING TREAD STAIR FROM FOURTH FLOOR STAIR LANDING TO ROOF
5. LINE OF ROOF/ CANOPY ABOVE
6. VEHICULAR DROP OFF – REFER TO SITE PLAN AND DETAILS
7. MECHANICAL, ELECTRICAL AND PLUMBING CHASE
8. CARRY CARPET PATTERN INTO DOOR TO TRANSITION STRIP AS INDICATED – REFER TO SHEET A10.03 FOR TRANSITION DETAIL
9. FLOOR DRAIN
10. PTAC UNIT
11. STAND PIPE MUST NOT ENCROACH INTO AREA OF REFUGE
12. HOSE BIB -FROST FREE WHERE REQUIRED
13. HOTEL LAUNDRY EQUIPMENT – REFER TO ENLARGED PLAN
14. GUEST LAUNDRY EQUIPMENT – REFER TO ENLARGED PLAN
15. PROVIDE CONVENIENCE OUTLETS IN CORRIDORS FOR HOUSEKEEPING EQUIPMENT AT MINIMUM EVERY 50'
16. DASHED LINE INDICATES PATH OF FULLY CONCEALED ROOF LEADER FROM CANOPY ROOF TO EXTERIOR WALL CAVITY.
17. CANOPY ROOF OVERFLOW SCUPPER
18. ACCESSIBLE ICE MACHINE WITH REQUIRED ACCESSIBLE APPROACH AREA. PROVIDE FLOOR DRAIN CENTERED UNDER ICE MACHINE AND PROVIDE POSITIVE SLOPE TOWARDS DRAIN WITHOUT AFFECTING ACCESSIBLE REQUIREMENTS. INSULATE DRAIN PIPES. REFER TO HOME 2 SUITES BY HILTON STANDARDS MANUAL AND **HADG** FOR ADDITIONAL REQUIREMENTS FOR ICE MACHINE AREA
19. NOT USED
20. CANOPY/ TRELLIS BELOW
21. DRYER VENT LOUVER – REFER TO ELEVATIONS
22. 36" x 36" MOP SINK LOCATION
23. MAINTENANCE DESK
24. WIRE SHELVING SYSTEM – REFER TO FF&E
25. FIRE EXTINGUISHER (CABINET IN PUBLIC AREAS); INSTALLED SO THAT NO OPERABLE PART IS HIGHER THAN 48" A.F.F.
26. TPO MEMBRANE ROOF, SLOPE STRUCTURE TO DRAIN TOWARDS ROOF DRAINS/GUTTERS
27. TAPERED INSULATION CRICKET
28. ROOF LEADER AND OVERFLOW DRAIN. DRAIN TO BE AT GRADE WITH CONS TONGUE REF. PLUMBING DRAWINGS.
29. STAIR PENTHOUSE REF. STAIR SECTIONS FOR DETAILS.
30. ROOF PARAPET
31. GRAVEL STOP EDGE
32. EXHAUST FAN
33. MAKE UP AIR UNIT ON ROOF CURB
34. ELEVATOR OVER RUN/ PENTHOUSE
35. LAMINATED GLASS BEACON, REFER TO EXTERIOR ELEVATIONS
36. LAUNDRY CHUTE VENT
37. ALUMINUM GUTTER AND DOWNSPOUT
38. MECHANICAL EQUIPMENT SCREEN TO BE TALL ENOUGH TO FULLY HIDE EQUIPMENT--PROVIDE CLEARANCE AND ACCESS AS REQUIRED BY EQUIPMENT MANUFACTURER AND/OR LOCAL CODE PROVISIONS
39. KEYCARD READER ENTRANCE HARDWARE; MOUNTED SO THAT TOP OF READER IS A MAXIMUM OF 48" ABOVE GRADE OR FINISH FLOOR.
40. PUSH BUTTON INTERCOM OR HOUSE PHONE (OPTIONAL VIDEO MONITORING). MOUNT SO TOP OF DEVICE IS MAXIMUM OF 48" ABOVE GRADE. PROVIDE CLEAR FLOOR SPACE AS REQUIRED BY ACCESSIBILITY AT DEVICE.
41. SPLASHBLOCK
42. FRP WAINSCOT 4'-0" HIGH ON ALL SIDES INDICATED. PROVIDE APPROPRIATE VINYL EDGE TREATMENT
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49. LAUNDRY CHUTE LOCATION CONTAINED WITHIN 2-HOUR RATED SHAFT WITH RATED DOOR

SYMBOL / FIXTURES KEY:

- ACCESSIBLE ROOM
- C.F. ROOM - REFER TO ENLARGED GUESTROOM PLANS FOR POWER AND SIGNAL
- MAGNETIC DOOR HOLD OPENER TIED TO BUILDING ALARM SYSTEM – REFER TO DOOR SCHEDULE, ELEC. & ALARM DRAWINGS

GENERAL NOTES THIS SHEET:

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5. FIRE EXTINGUISHERS, SMOKE DETECTORS & OTHER EMERGENCY DEVICES TO BE LOCATED PER LOCAL CODE. FIRE EXTINGUISHER LOCATIONS WIN THE PUBLIC SPACE SHALL BE CONTAINED WIN FULLY RECESSED CABINETS.
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SCALE: 1/8" = 1'-0"

0 2' 8' 1' 4' 16'

SHEET NUMBER
**A2.01A**

TYPE SIX


**TYPE-SIX DESIGN AND DEVELOPMENT SERVICES**
300 E. ABRAM ST. #150
ARLINGTON, TX 76010
PROJECT MANAGER
hayes.hinkle@type-six.com
817-690-2195


HOME2 SUITES BY HILTON

4100 BIG SPRING ST.
MIDLAND, TX 79705

T6_1812

ARCHITECT
D. HAYES HINKLE

ISSUE DATE
5_29_2019

ISSUED FOR
Construction

REVISIONS

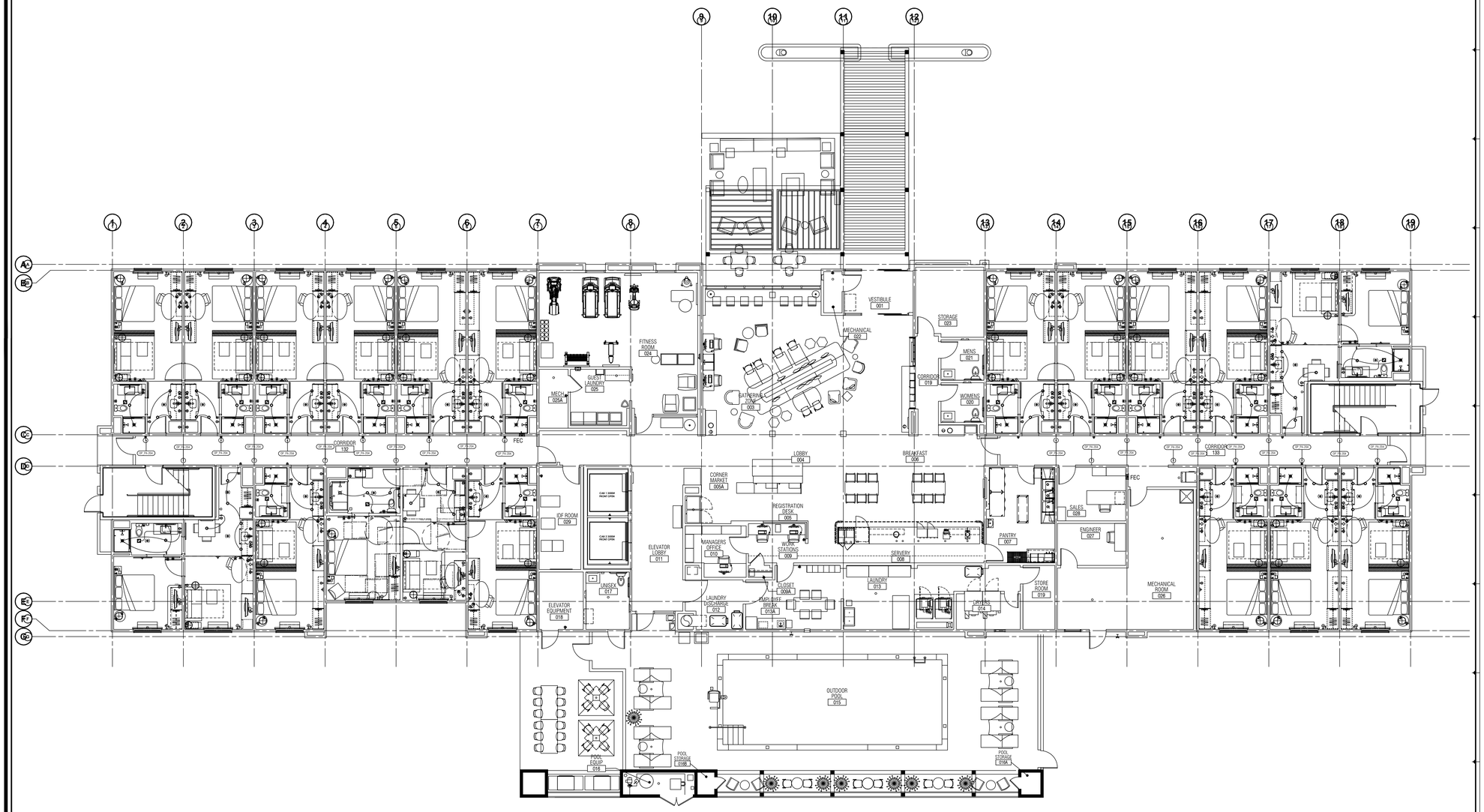
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SHEET NAME
**1st FLOOR FURNITURE PLAN**

REGISTERED ARCHITECT D. HAYES HINKLE 26067 STATE OF TEXAS
05_29_2019

## ROOM MATRIX

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SCALE: 1/8" = 1'-0"

0 1' 2' 4' 8' 16'


TYPE SIX

**TYPE-SIX DESIGN AND DEVELOPMENT SERVICES**

300 E. ABRAM ST. #150
ARLINGTON, TX 76010

PROJECT MANAGER
hayes.hinkle@type-six.com
817-690-2195


HOME2 SUITES BY HILTON

4100 BIG SPRING ST.
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T6_1812

ARCHITECT
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ISSUE DATE
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ISSUED FOR
Construction

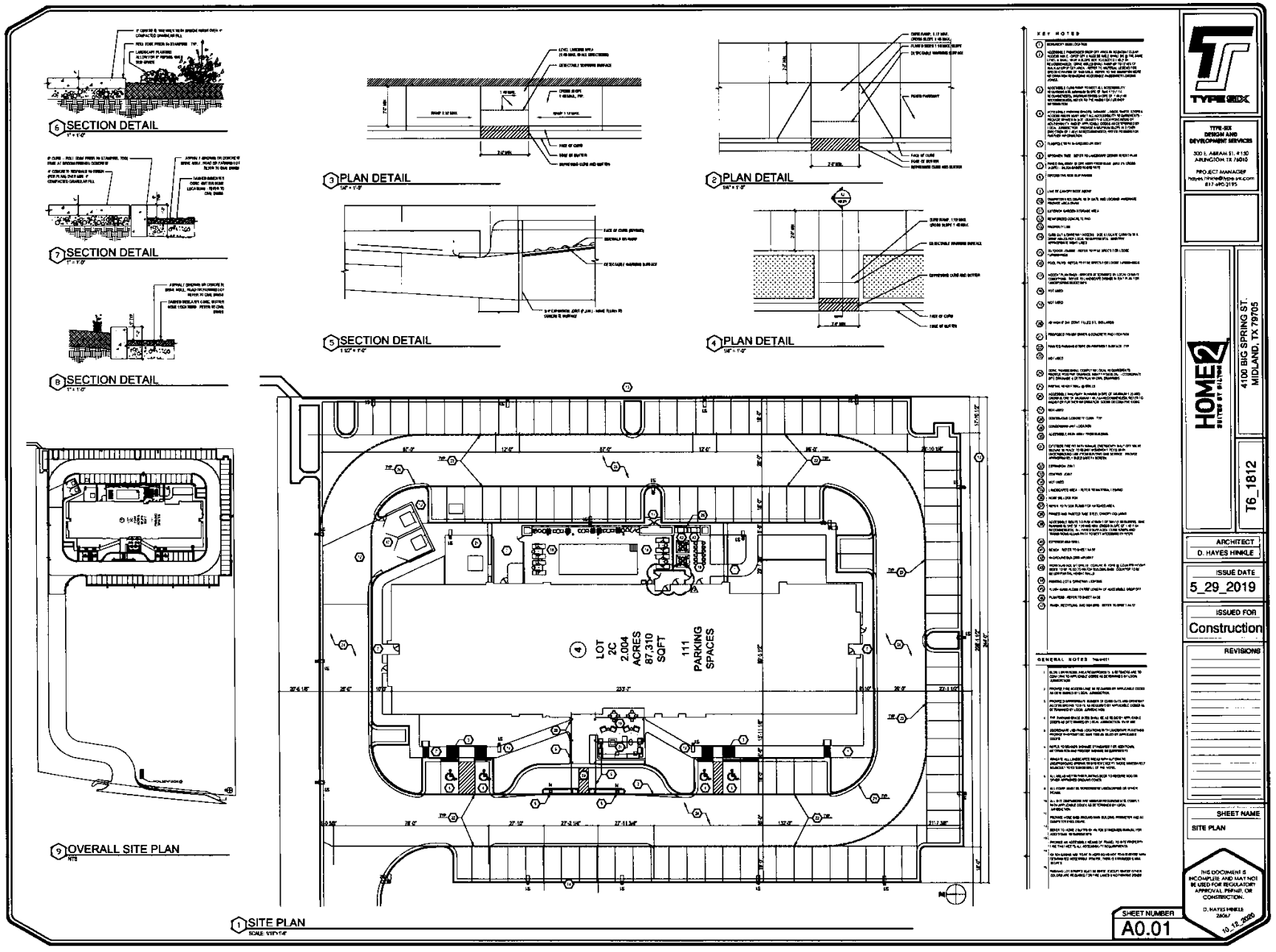
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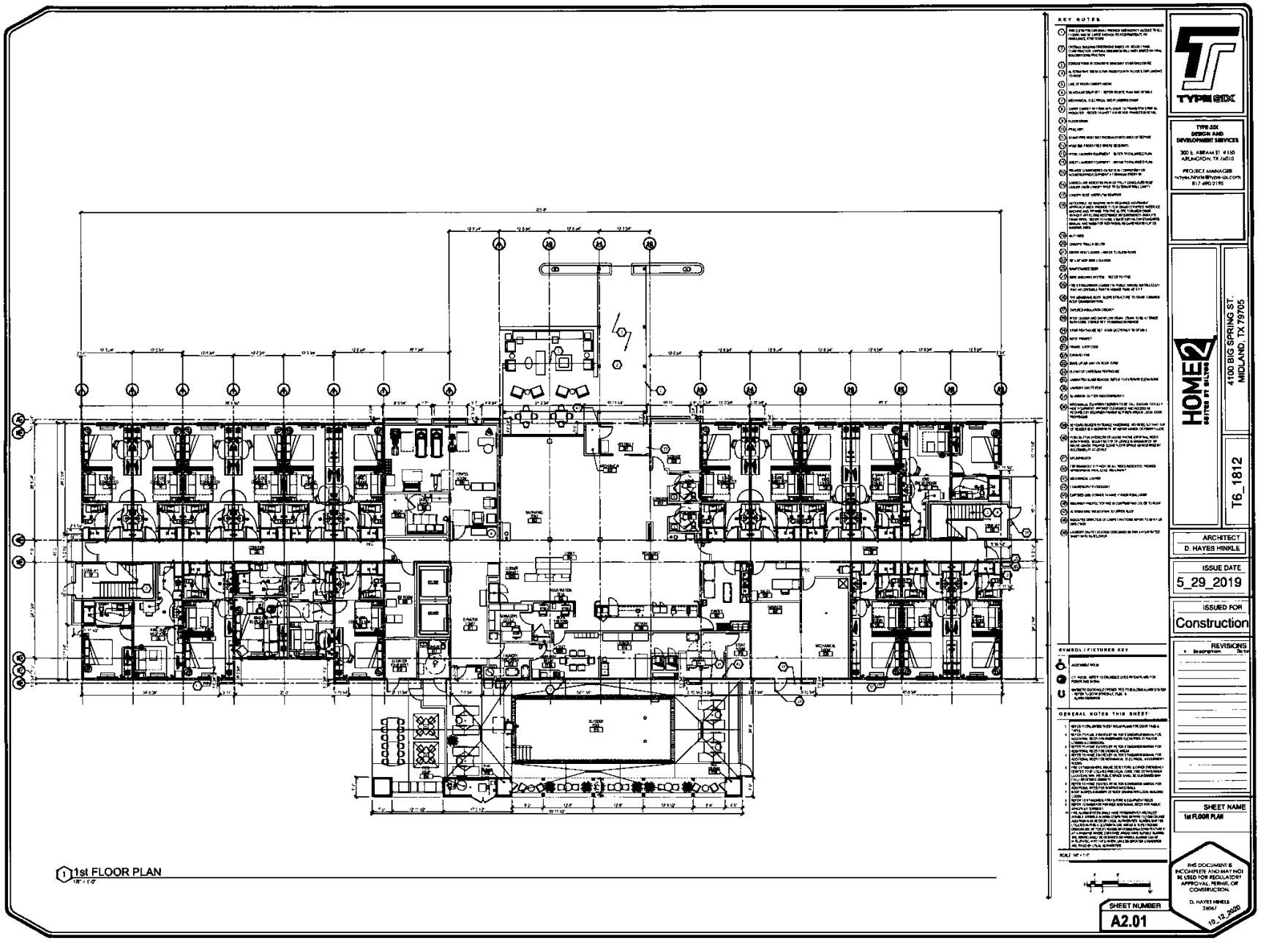
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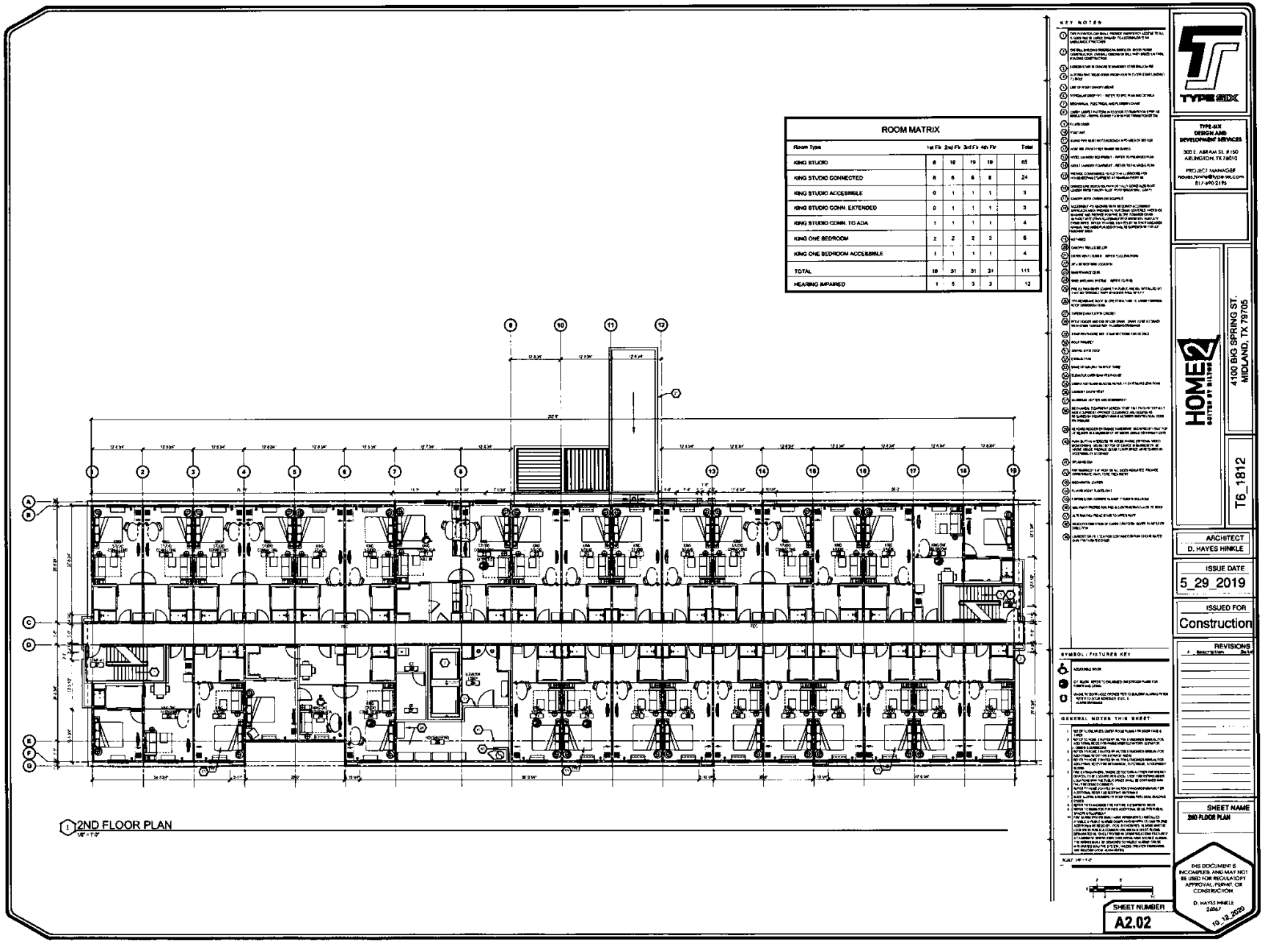
SHEET NAME
1st FLOOR FURNITURE PLAN

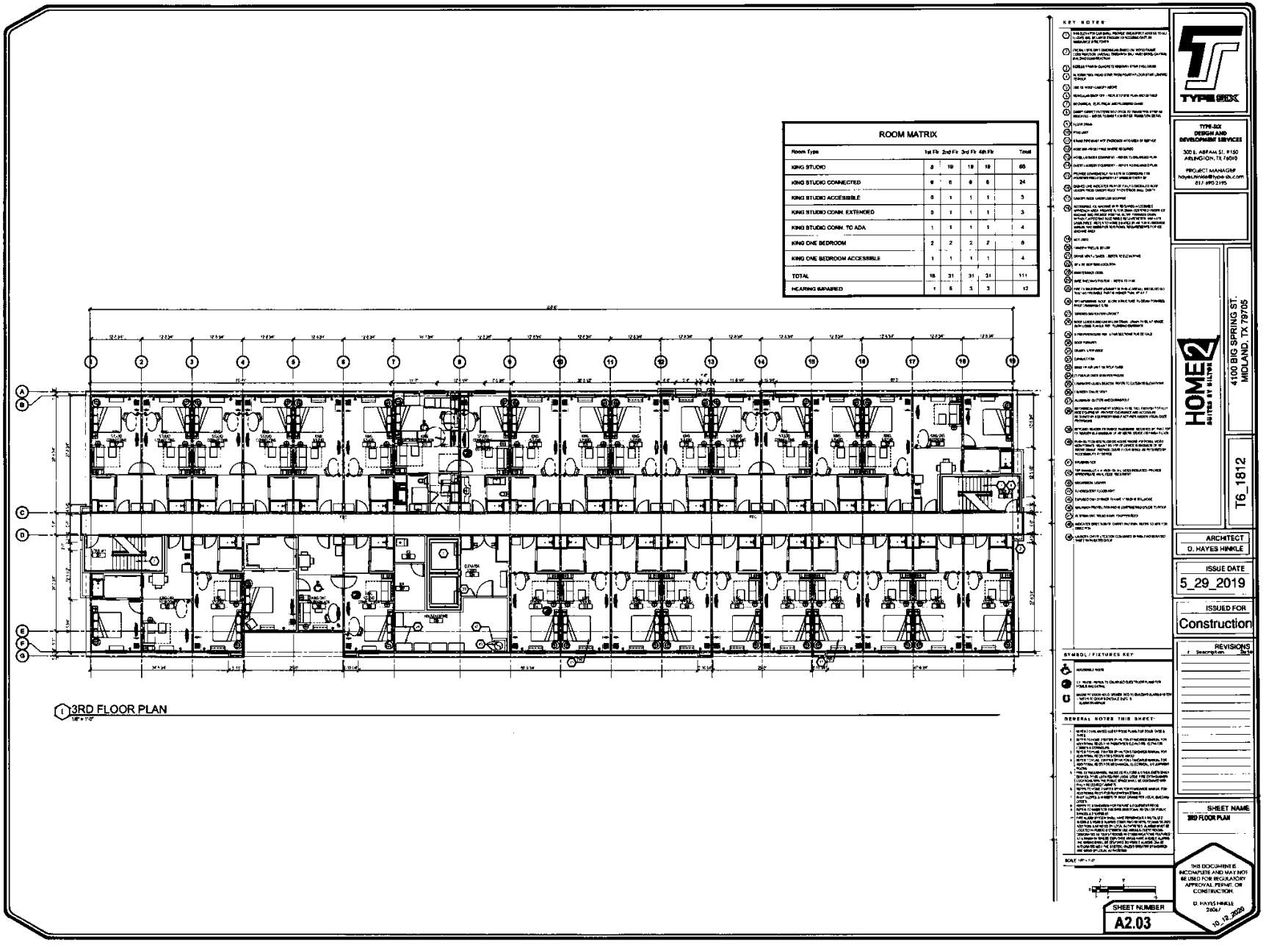
REGISTERED ARCHITECT D. HAYES HINKLE 26067 STATE OF TEXAS 05_29_2019

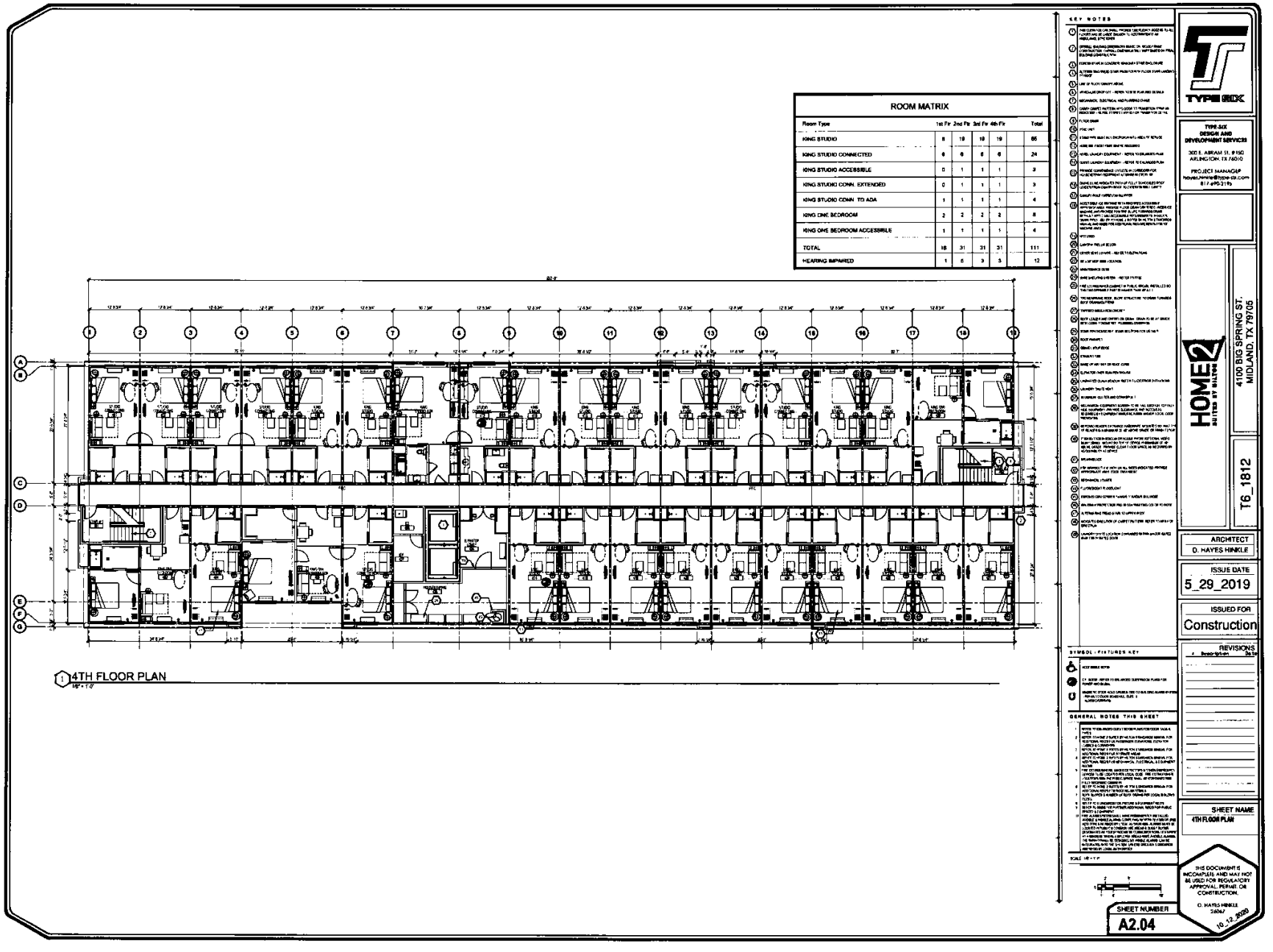
SHEET NUMBER
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6 SECTION DETAIL
7 SECTION DETAIL
8 SECTION DETAIL
3 PLAN DETAIL
2 PLAN DETAIL
5 SECTION DETAIL
4 PLAN DETAIL
9 OVERALL SITE PLAN
1 SITE PLAN
4 LOT 2C 2.004 ACRES 87,310 SQFT
111 PARKING SPACES
KEY NOTES
GENERAL NOTES
TYPE IIBX
TYPE IIBX DESIGN AND DEVELOPMENT SERVICES
300 E. ABRAM ST. #150
ARLINGTON TX 76010
PROJECT MANAGER
hayes.hinkle@typeiix.com
817.460.2195
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T6_1812
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ISSUED FOR
Construction
REVISIONS
SHEET NAME
SITE PLAN
THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.
D. HAYES HINKLE
24647
10.12.2020
SHEET NUMBER
A0.01


KEY NOTES
SYMBOL / FIXTURES KEY
GENERAL NOTES THIS SHEET
TYPE SIX
TYPE SIX DESIGN AND DEVELOPMENT SERVICES
300 E. ABRAM ST. # 135
ARLINGTON, TX 76010
PROJECT MANAGER
817-460-2195
HOME2 SUITES BY HILTON
4100 BIG SPRING ST.
MIDLAND, TX 79705
T6_1812
ARCHITECT
D. HAYES HINKLE
ISSUE DATE
5_29_2019
ISSUED FOR
Construction
REVISIONS
SHEET NAME
1st FLOOR PLAN
THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.
D. HAYES HINKLE
28067
10_12_2020
SHEET NUMBER
A2.01
1 1st FLOOR PLAN


ROOM MATRIX
Room Type | 1st Flr | 2nd Flr | 3rd Flr | 4th Flr | Total
KING STUDIO | 8 | 18 | 19 | 19 | 65
KING STUDIO CONNECTED | 8 | 6 | 6 | 8 | 24
KING STUDIO ACCESSIBLE | 0 | 1 | 1 | 1 | 3
KING STUDIO CONN. EXTENDED | 0 | 1 | 1 | 1 | 3
KING STUDIO CONN. TO ADA | 1 | 1 | 1 | 1 | 4
KING ONE BEDROOM | 2 | 2 | 2 | 2 | 8
KING ONE BEDROOM ACCESSIBLE | 1 | 1 | 1 | 1 | 4
TOTAL | 18 | 31 | 31 | 31 | 111
HEARING IMPAIRED | 1 | 5 | 3 | 3 | 12
KEY NOTES
SYMBOL / FIXTURES KEY
GENERAL NOTES THIS SHEET
2ND FLOOR PLAN
TYPE SIX
TYPE SIX DESIGN AND DEVELOPMENT SERVICES
300 E. ABRAM ST. # 150
ARLINGTON, TX 76010
PROJECT MANAGER
817.460.2195
HOME2 SUITES BY HILTON
4100 BIG SPRING ST.
MIDLAND, TX 79705
T6_1812
ARCHITECT
D. HAYES HINKLE
ISSUE DATE
5_29_2019
ISSUED FOR
Construction
REVISIONS
SHEET NAME
2ND FLOOR PLAN
THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT OR CONSTRUCTION
D. HAYES HINKLE
24067
10.12.2020
SHEET NUMBER
A2.02


ROOM MATRIX
Room Type | 1st Flr | 2nd Flr | 3rd Flr | 4th Flr | Total
KING STUDIO | 8 | 19 | 18 | 19 | 65
KING STUDIO CONNECTED | 6 | 6 | 6 | 6 | 24
KING STUDIO ACCESSIBLE | 0 | 1 | 1 | 1 | 3
KING STUDIO CONN. EXTENDED | 0 | 1 | 1 | 1 | 3
KING STUDIO CONN. TO ADA | 1 | 1 | 1 | 1 | 4
KING ONE BEDROOM | 2 | 2 | 2 | 2 | 8
KING ONE BEDROOM ACCESSIBLE | 1 | 1 | 1 | 1 | 4
TOTAL | 18 | 31 | 31 | 31 | 111
HEARING IMPAIRED | 1 | 5 | 5 | 5 | 12
3RD FLOOR PLAN
1/8" = 1'-0"
KEY NOTES
SYMBOL / FIXTURES KEY
GENERAL NOTES THIS SHEET
TYPE SIX
TYPE-SIX DESIGN AND DEVELOPMENT SERVICES
300 E. ABRAM ST. #150
ARLINGTON, TX 76010
PROJECT MANAGER
hayes.hinkle@type-six.com
817-690-2195
HOME2 SUITES BY HILTON
4100 BIG SPRING ST.
MIDLAND, TX 79705
T6_1812
ARCHITECT
D. HAYES HINKLE
ISSUE DATE
5_29_2019
ISSUED FOR
Construction
REVISIONS
SHEET NAME
3RD FLOOR PLAN
THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.
D. HAYES HINKLE
24067
10-12-2020
SHEET NUMBER
A2.03


ROOM MATRIX
Room Type | 1st Flr | 2nd Flr | 3rd Flr | 4th Flr | | Total
KING STUDIO | 8 | 19 | 19 | 19 | | 65
KING STUDIO CONNECTED | 6 | 6 | 6 | 6 | | 24
KING STUDIO ACCESSIBLE | 0 | 1 | 1 | 1 | | 3
KING STUDIO CONN. EXTENDED | 0 | 1 | 1 | 1 | | 3
KING STUDIO CONN. TO ADA | 1 | 1 | 1 | 1 | | 4
KING ONE BEDROOM | 2 | 2 | 2 | 2 | | 8
KING ONE BEDROOM ACCESSIBLE | 1 | 1 | 1 | 1 | | 4
TOTAL | 18 | 31 | 31 | 31 | | 111
HEARING IMPAIRED | 1 | 5 | 3 | 3 | | 12
4TH FLOOR PLAN
KEY NOTES
SYMBOL / FIXTURES KEY
GENERAL NOTES THIS SHEET
TYPE SIX
TYPE SIX DESIGN AND DEVELOPMENT SERVICES
300 E. ABRAM ST., # 150
ARLINGTON, TX 76010
PROJECT MANAGER
hayes.hinkle@type-six.com
817-690-3195
HOME2 SUITES BY HILTON
4100 BIG SPRING ST.
MIDLAND, TX 79705
T6_1812
ARCHITECT
D. HAYES HINKLE
ISSUE DATE
5_29_2019
ISSUED FOR
Construction
REVISIONS
SHEET NAME
4TH FLOOR PLAN
THIS DOCUMENT IS INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.
D. HAYES HINKLE
76047
10.12.2020
SHEET NUMBER
A2.04

MIDLAND
Planning Division

**Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption**

Project Number: SUP-21-0092

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: CY Houston Management Company, LLC | | Phone ( 972 ) 934-8699 Ext 209 Email wbagwell@wirlp.com | |
|---|---|---|---|
| Address 15275 Quorum Drive | City Addison | State TX | Zip 75001 |

| **Property Owner** Printed Name: Midspring Property LP | | Phone ( 972 ) 934-8699 Email | |
|---|---|---|---|
| Address 13647 Montfort Dr | City Dallas | State TX | Zip 75240 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: BrackinSchwartz PLLC Printed Name: Catherine Chamblee, Esq | | Phone ( 512 ) 549-8906 Email catherine@txliquorlaw.com | |
|---|---|---|---|
| Address 511 W 7th St | City Austin | State TX | Zip 78701 |

**Street Address:** 4104 North Big Spring St, Midland, TX 79705

**Business Name:** Home2 Suites by Hilton Midland East

**Legal Description**
Lot: 02D Block: 004 Subdivision: Corporate Plaza, Sec 26

**Current Zoning:** O-2

**Reason for Request:** Addition of an BQ Permit to sell beer and wine

**Type of Business** *(restaurant, bar, lounge, nightclub, etc.)*: Hotel Market

**Proposed/Current Days and Hours of Operation:** 24 hours a day, 7 days a week

**Proposed Days and Hours of Alcohol Service:** Monday - Saturday: 7am - 12 am
Sunday: 10 am - 12 am with food; 12 pm -12 am without food

**Total Square Footage of Business:** 59,764

**Square Footage of Alcohol Serviceable Area:** 56,332

| **Restroom Fixtures:** | | | |
|---|---|---|---|
| *Men* | **Toilets/Urinals:** 114 / 0 | **Bathroom Sinks:** 114 |
| *Women* | **Toilets:** 114 | **Bathroom Sinks:** 114 |

**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): William Bagwell | Date: 12/03/2020 |
| Applicant (printed): WILLIAM BAGWELL | |
| Property Owner (signature): William Bagwell | Date: 12/03/2020 |
| Property Owner (printed): WILLIAM BAGWELL | |

*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 Catherine Brantley who, being by me duly sworn, upon oath says: That (s)he is authorized by William Bagwell, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 4th day of December, 20 20, to certify which witness my hand and seal of office.

CERISSA FREY
Notary Public, State of Texas
Comm. Expires 09-20-2023
Notary ID 132183554

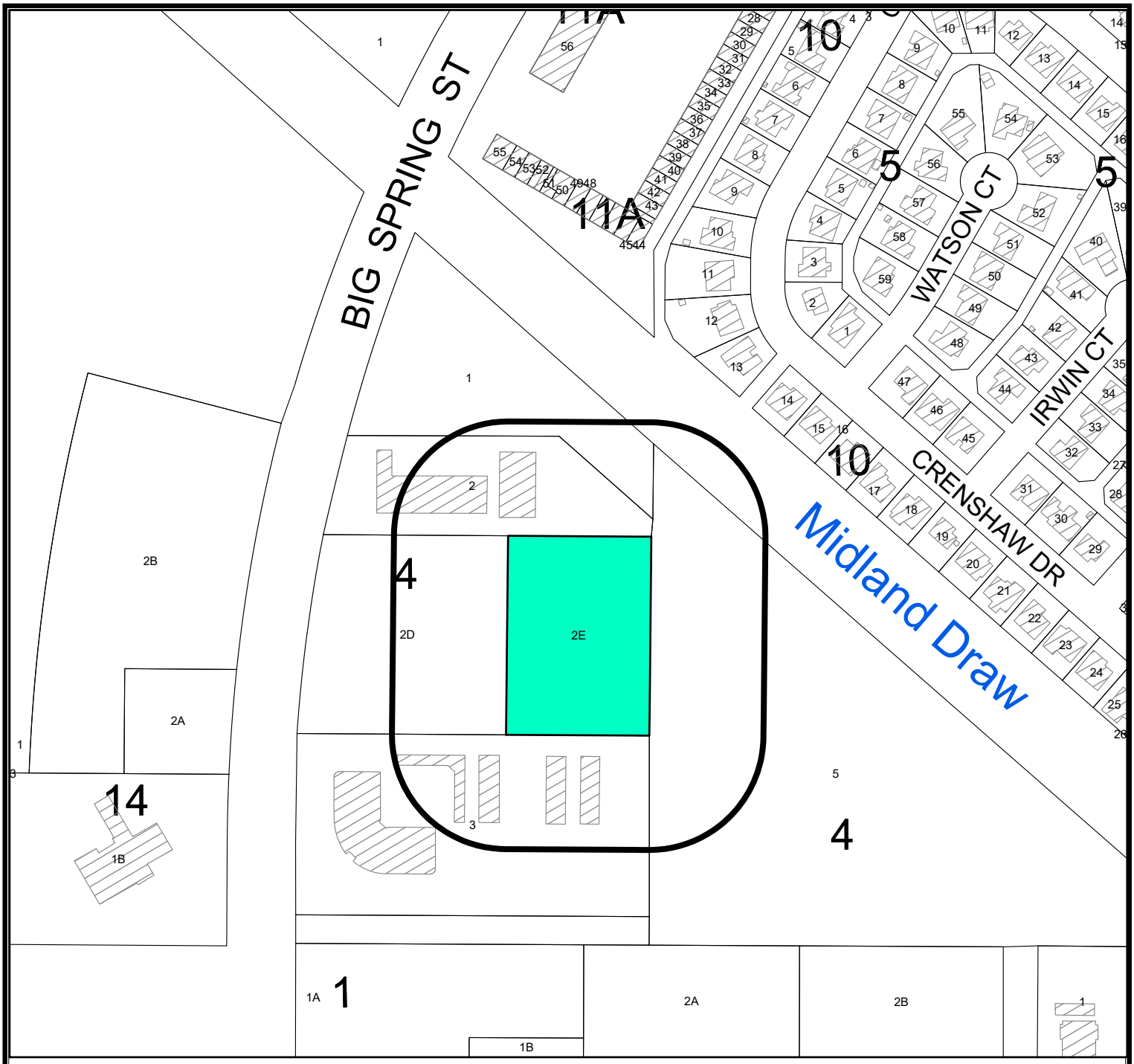
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

Travis

****Application will not be considered for scheduling until reviewed by a planner.****

| FOR OFFICE USE ONLY | |
|---|---|
| ☐ Property Owner Authorization | ☐ Dimensioned Floor Plan |
| ☐ Application Fee | ☐ Site Plan |
| Check #_____ | ☐ Plans in Digital Format (PDF/JPEG) |
| Received By:_____ | Date:_____ |

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

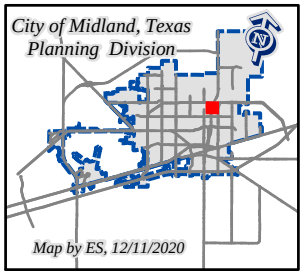
**SUD-20-0092** **Scale: 1" = 250'**

Consider a request by CY Houston Management, LLC for a Specific Use Designation with Term for the Sale of beer and wine, for off premises consumption in a Hotel Market, on Lot 2E, Block 4, Corporate Plaza, Section 26, City and County of Midland, Texas.

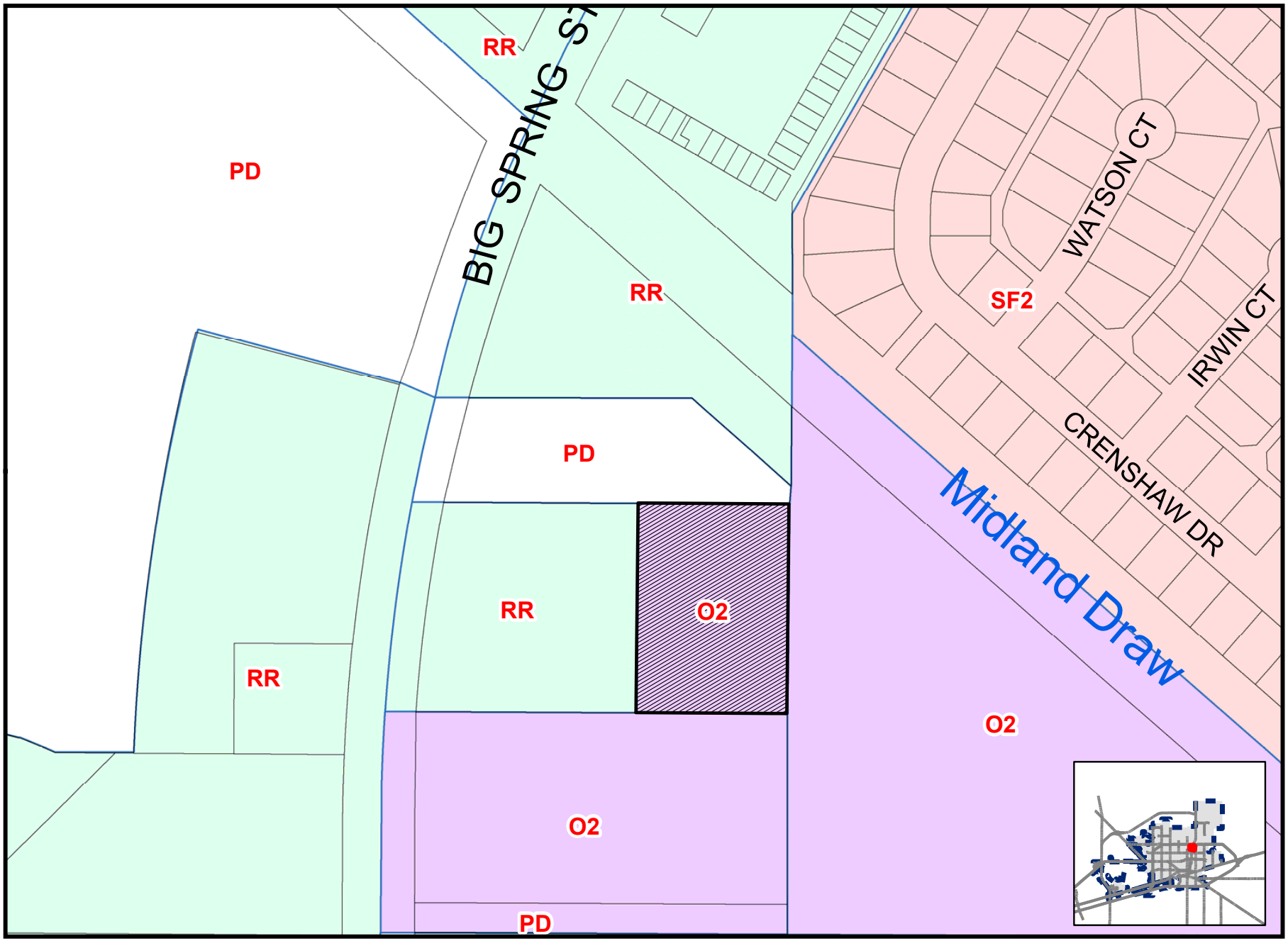
Generally located approximately 366 feet east of North Big Spring Street and approximately 876 - feet north of Corporate Drive. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




January 26, 2021




*Map By ES, 12/15/2020*

**SUD-20-0092**

**Scale: 1" = 200'**

# ZONING MAP

PACKET
19.20
January 26, 2021


PLAZA
INN


HOME


DRIVE THRU



# City Council Meeting

**Item Number:** 20

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Joseph Marynak, Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.08-ACRE TRACT OF LAND OUT OF TRACT 3, MIDKIFF HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 160 FEET WEST OF NORTH MIDKIFF ROAD AND APPROXIMATELY 250 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, CG Midland, LLC is requesting a zone change for a 0.08-acre tract of land located in Tract 3, Midkiff Heights Addition, to bring it into conformance with the zoning of the property to the east for the development of a gas station and convenience store.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Processing this request does not require any City funds.

**Discussion:**

**Current Zoning:**

MF-16, Multiple Family Dwelling District, in part; and RR, Regional Retail District, in part.

**Surrounding Zoning and Land Use:**

The property to the north, south, and west are zoned MF-16, Multiple Family Dwelling District and the location of vacant land. The property to the east is zoned RR, Regional Retail District and the location of a retail store.

**Analysis:**

The property in question is currently zoned MF-16, Multiple Family Dwelling District, in part; and RR, Regional Retail District, in part; and the location of vacant land. The property has recently been acquired by CG Midland, LLC to use it as part of the development of a Murphy gas station and convenience store on the adjacent lot to the east. This combination of these properties is currently in the final phase of the platting process, and building permits for the development are pending the approval of this zone change and the final plat.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objections

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

**Engineering: (Approved)**

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

**Code: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during

construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

**Planning:**

This proposed development fits with Chapter 3, An Integrated Land Use Vision, Future Land Use Map of the Tall City Tomorrow comprehensive plan as this area calls for Urban Medium. This development pattern calls for a “mix of complementary uses” including commercial uses and multi-family housing. This zone change would bring an entire lot under the same zoning district so that construction of a convenience store could occur.

This request was recommended for approval at the January 4, 2020 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change, subject to condition A.

**Conditions:**

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

**Letters of Objection:**

Staff has not received any letters of objection as of January 20, 2021.

**Attachments:**

Metes and Bounds (Exhibit A)
Application
Warranty Deed
Maps
Proposed Final Plat

Robert Patrick

City Manager’s Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.08-ACRE TRACT OF LAND OUT OF TRACT 3, MIDKIFF HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED APPROXIMATELY 160 FEET WEST OF NORTH MIDKIFF ROAD AND APPROXIMATELY 250 FEET SOUTH OF ANDREWS HIGHWAY); 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 0.08-acre tract of land out of Tract 3, Midkiff Heights Addition, 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 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 MF-16, Multiple-Family Dwelling District, in part, and RR, Regional Retail District, in part, 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., 2021; 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., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

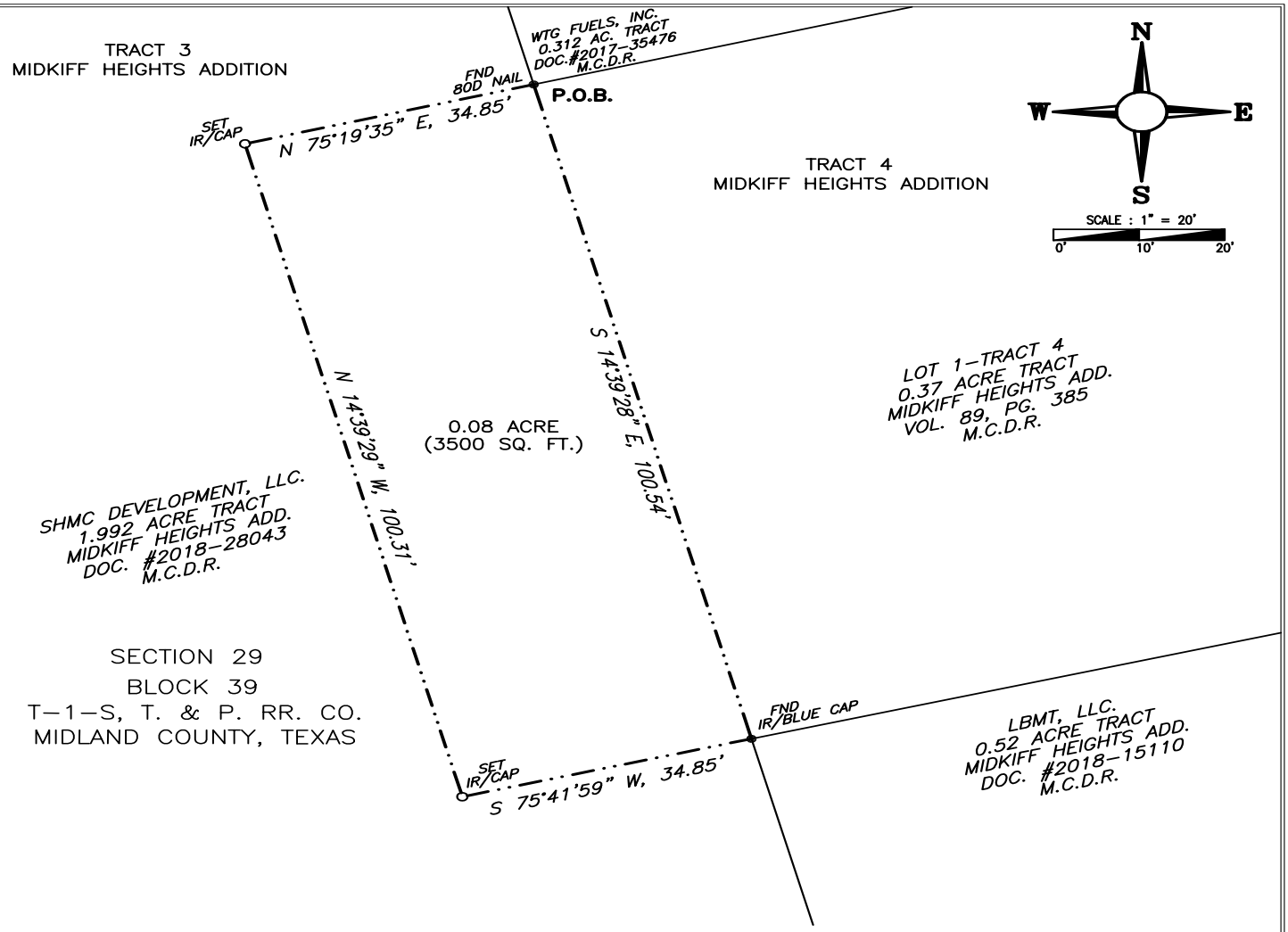
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney




## *0.08 ACRE DESCRIPTION*

*Description of a 0.08 acre tract of land out of the East part of a 1.992 acre tract of land out of the East part of Tract 3, Midkiff Heights Addition to the City of Midland as described in Document #2018-28043 of the Deed Records of Midland County to SHMC Development, LLC. and being located out of the Northeast quarter of Section 29, Block 39, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas:*

*Beginning at an 80D nail found for the common Northeast corner of this, the Southwest corner of a 0.312 acre tract, the Northwest corner of a 0.37 acre tract and on the common East line of said 1.992 acre tract and said Tract 3 from whence a 1" iron rod found for the Northeast corner of said 1.992 acre tract bears N 14°42'17" W, 32.61 feet and continuing N 14°37'40" W, 218.73 feet to a 1/2" iron rod found for the Northeast corner of said Tract 3 on the South right of way of Andrews Highway. From said point of beginning, the Northeast corner of said Section 29 bears N 75°19'35" E, 199.82 feet and N 14°36'58" W, 1282.61 feet;*

*Thence S 14°39'28" E, 100.54 feet to an iron rod with blue cap found for the common Southeast corner of this, the Southwest corner of said 0.37 acre tract, the Northwest corner of a 0.52 acre tract and on the common East line of said 1.992 acre tract and said Tract 3;*

*Thence S 75°41'59" W, 34.85 feet to a 1/2" iron rod with cap set for the Southwest corner of this;*

*Thence N 14°39'29" W, 100.31 feet to a 1/2" iron rod with cap set for the Northwest corner of this;*

*Thence N 75°19'35" E, 34.85 feet to the place of beginning.*

**NOTE:**

**BEARINGS BASED ON NAD 1927, TX. CENTRAL ZONE**
**SET CORNERS ARE 1/2" IRON ROD WITH CAP MARKED "LUCHINI & MERTZ"**

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

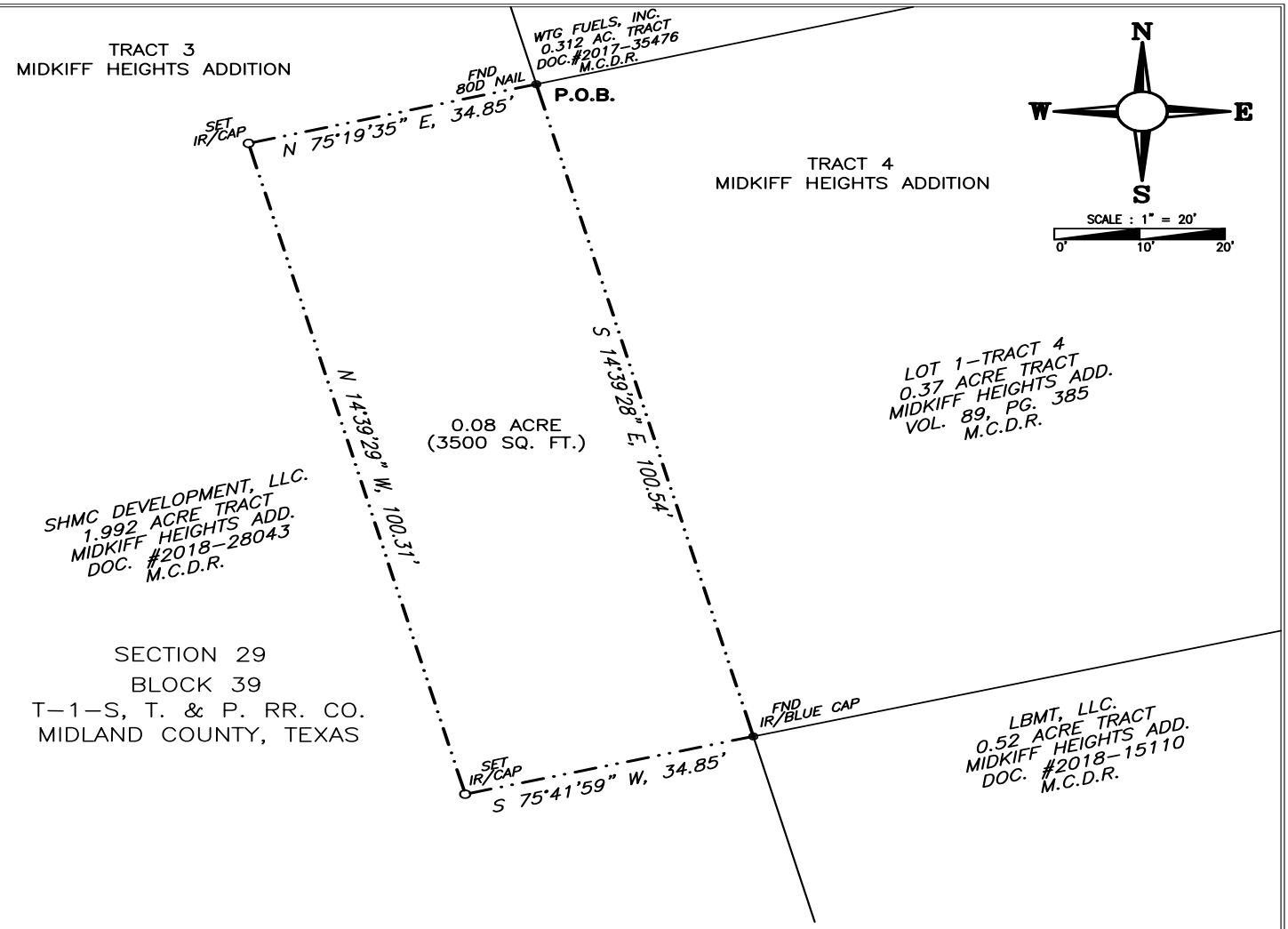
JEFFREY D. SUITER
TX. R.P.L.S. #4650

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PACKET 20. January 26, 2021

| P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500 | September 9, 2020 | Job# 200909PS |
|---|---|---|

# EXHIBIT "A"




## *0.08 ACRE DESCRIPTION*

*Description of a 0.08 acre tract of land out of the East part of a 1.992 acre tract of land out of the East part of Tract 3, Midkiff Heights Addition to the City of Midland as described in Document #2018-28043 of the Deed Records of Midland County to SHMC Development, LLC. and being located out of the Northeast quarter of Section 29, Block 39, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas:*

*Beginning at an 80D nail found for the common Northeast corner of this, the Southwest corner of a 0.312 acre tract, the Northwest corner of a 0.37 acre tract and on the common East line of said 1.992 acre tract and said Tract 3 from whence a 1" iron rod found for the Northeast corner of said 1.992 acre tract bears N 14°42'17" W, 32.61 feet and continuing N 14°37'40" W, 218.73 feet to a 1/2" iron rod found for the Northeast corner of said Tract 3 on the South right of way of Andrews Highway. From said point of beginning, the Northeast corner of said Section 29 bears N 75°19'35" E, 199.82 feet and N 14°36'58" W, 1282.61 feet;*

*Thence S 14°39'28" E, 100.54 feet to an iron rod with blue cap found for the common Southeast corner of this, the Southwest corner of said 0.37 acre tract, the Northwest corner of a 0.52 acre tract and on the common East line of said 1.992 acre tract and said Tract 3;*

*Thence S 75°41'59" W, 34.85 feet to a 1/2" iron rod with cap set for the Southwest corner of this;*

*Thence N 14°39'29" W, 100.31 feet to a 1/2" iron rod with cap set for the Northwest corner of this;*

*Thence N 75°19'35" E, 34.85 feet to the place of beginning.*

**NOTE:**

**BEARINGS BASED ON NAD 1927, TX. CENTRAL ZONE**
**SET CORNERS ARE 1/2" IRON ROD WITH CAP MARKED "LUCHINI & MERTZ"**

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

JEFFREY D. SUITER
TX. R.P.L.S. #4650

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PACKET 20. January 26, 2021

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

September 9, 2020

Job# 200909PS

MIDLAND
Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: Z-20-0208

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Property Owner** Printed Name: CG Midland LLC ("Coy Haynes") | | Phone ( ) Email 214 335 4702 | |
|---|---|---|---|
| Address 4024 Goodfellow dr | City Dallas | State TX | Zip 75229 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: Printed Name: | | Phone ( ) Email Chaynes@haynesdevco.com | |
|---|---|---|---|
| Address | City | State | Zip |

**Street Address:** A portion of 1110 Austin st

**Legal Description**
Lot: 3 Block: Tract 4 Subdivision: Midkiff Heights Addition

| **Current Zoning:** TH | **Proposed Zone:** RR *(List by tracts if more than one district is requested)* |
|---|---|

**Reason for Zone Change Request:** We are combining this land area with the other lots we own on Andrews an And midkiff frontage road. This will make the whole parcel the same zoning

**Present Use of Property:** Vacant

**Proposed Use of Property:** Gas station

**How would this zone change affect the public health, safety and welfare?** It will give more gas optio

**Describe how conditions affecting the property have changed since present zoning designation:** It's become vacant

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: 12/14/20 |
| Applicant (printed): Coy Haynes | |
| Property Owner (signature): | Date: 12/14/20 |
| Property Owner (printed) : Coy Haynes | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☐ Property Owner Authorization | ☐ Dimensioned Site Plan |
| ☐ Application Fee | ☐ Plans in Digital Format (PDF/JPEG) |
| Check #_____ | |
| Received By: | Date: |

****Application will not be considered for scheduling until reviewed by a planner.****

WHEN RECORDED RETURN TO:

Wick Phillips Gould & Martin LLP
3131 McKinney Avenue, Suite 100
Dallas, Texas 75204
Attn: Rob Wills

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MIDLAND §

**SHMK DEVELOPMENT, LLC**, a Texas limited liability company ("**Grantor**"), for and in consideration of the sum of $10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto **CG MIDLAND LLC**, a Texas limited liability company ("**Grantee**") the real property in Midland County, Texas, fully described in Exhibit A hereto, together with all improvements thereon, and all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Encumbrances.

A part of the consideration for the foregoing conveyance was paid by PLAINSCAPITAL BANK (the "**Lender**") at the request of Grantee. Thus, Grantee reserves for the benefit of Lender a vendor's lien and superior title (collectively, "**Vendor's Lien**") against the Property as security for the payment of that certain promissory note of even date herewith (the "**Note**") payable to Lender, said Note being secured by the Vendor's Lien herein retained and being further secured by the Deed of Trust of even date herewith (the "**Deed of Trust**") from Grantee to DARRELL G. ADAMS as Trustee for the benefit of Lender covering the Property.

It is expressly agreed that the Vendor's Lien, as well as the superior title in and to the Property, is retained against the Property until the Note and all interest thereon is fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. The Note represents a portion of the purchase price for the Property and is payable directly to Lender, who has advanced money to Grantor at the request of Grantee, and in consideration thereof, Grantor does hereby TRANSFER and ASSIGN, unto Lender, its successors and assigns, the Vendor's Lien and superior title herein retained against the Property to secure payment of the Note, hereby fully and completely subrogating Lender, its successors and assigns, to all rights, titles, equities and interests in and to the Note, and all liens against the Property securing payment thereof as if the Note were payable to Grantor and assigned to Lender without recourse or warranty, oral or written, express or implied. The full release of the lien of the Deed of Trust and the recordation of such release shall constitute a full, final and complete release of the Vendor's Lien as well as superior title retained herein.

Grantee's address is: 1901 N. Akard Street, Dallas, Texas 75201.

[*Remainder of page intentionally left blank; Signature page to follow*]

EXECUTED as of October 26, 2020.

**SHMK DEVELOPMENT, LLC,**
a Texas limited liability company

By: _____
Name: Shafik Tejani
Title: Manager

STATE OF Texas §
§
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this day personally appeared Shafik Tejani, the Manager of SHMK DEVELOPMENT, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of such limited liability company.

RUBY KAMALI
My Notary ID # 125761745
Expires July 14, 2022

_____
Notary Public, State of _____

# Exhibit A
## Legal Description

*Description of a 0.08 acre tract of land out of the East part of a 1.992 acre tract of land out of the East part of Tract 3, Midkiff Heights Addition to the City of Midland as described in Document #2018-28043 of the Deed Records of Midland County to SHMC Development, LLC. and being located out of the Northeast quarter of Section 29, Block 39, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas:*

*Beginning at an 80D nail found for the common Northeast corner of this, the Southwest corner of a 0.312 acre tract, the Northwest corner of a 0.37 acre tract and on the common East line of said 1.992 acre tract and said Tract 3 from whence a 1" iron rod found for the Northeast corner of said 1.992 acre tract bears N 14°42'17" W, 32.61 feet and continuing N 14°37'40" W, 218.73 feet to a 1/2" iron rod found for the Northeast corner of said Tract 3 on the South right of way of Andrews Highway. From said point of beginning, the Northeast corner of said Section 29 bears N 75°19'35" E, 199.82 feet and N 14°36'58" W, 1282.61 feet;*

*Thence S 14°39'28" E, 100.54 feet to an iron rod with blue cap found for the common Southeast corner of this, the Southwest corner of said 0.37 acre tract, the Northwest corner of a 0.52 acre tract and on the common East line of said 1.992 acre tract and said Tract 3;*

*Thence S 75°41'59" W, 34.85 feet to a 1/2" iron rod with cap set for the Southwest corner of this;*

*Thence N 14°39'29" W, 100.31 feet to a 1/2" iron rod with cap set for the Northwest corner of this;*

*Thence N 75°19'35" E, 34.85 feet to the place of beginning.*

## Exhibit B

### Permitted Encumbrances

1. Real property taxes and assessments for the year 2020 and thereafter, not yet due and payable.

**Midland County**
**Alison Haley**
**Midland County**
**Clerk**

---

**Instrument Number:** 32547

eRecording - Real Property

Recorded On: October 29, 2020 03:47 PM

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: | 32547 |
| Receipt Number: | 20201029000149 |
| Recorded Date/Time: | October 29, 2020 03:47 PM |
| User: | Clarisa S |
| Station: | cc10289 |

**Record and Return To:**

Corporation Service Company

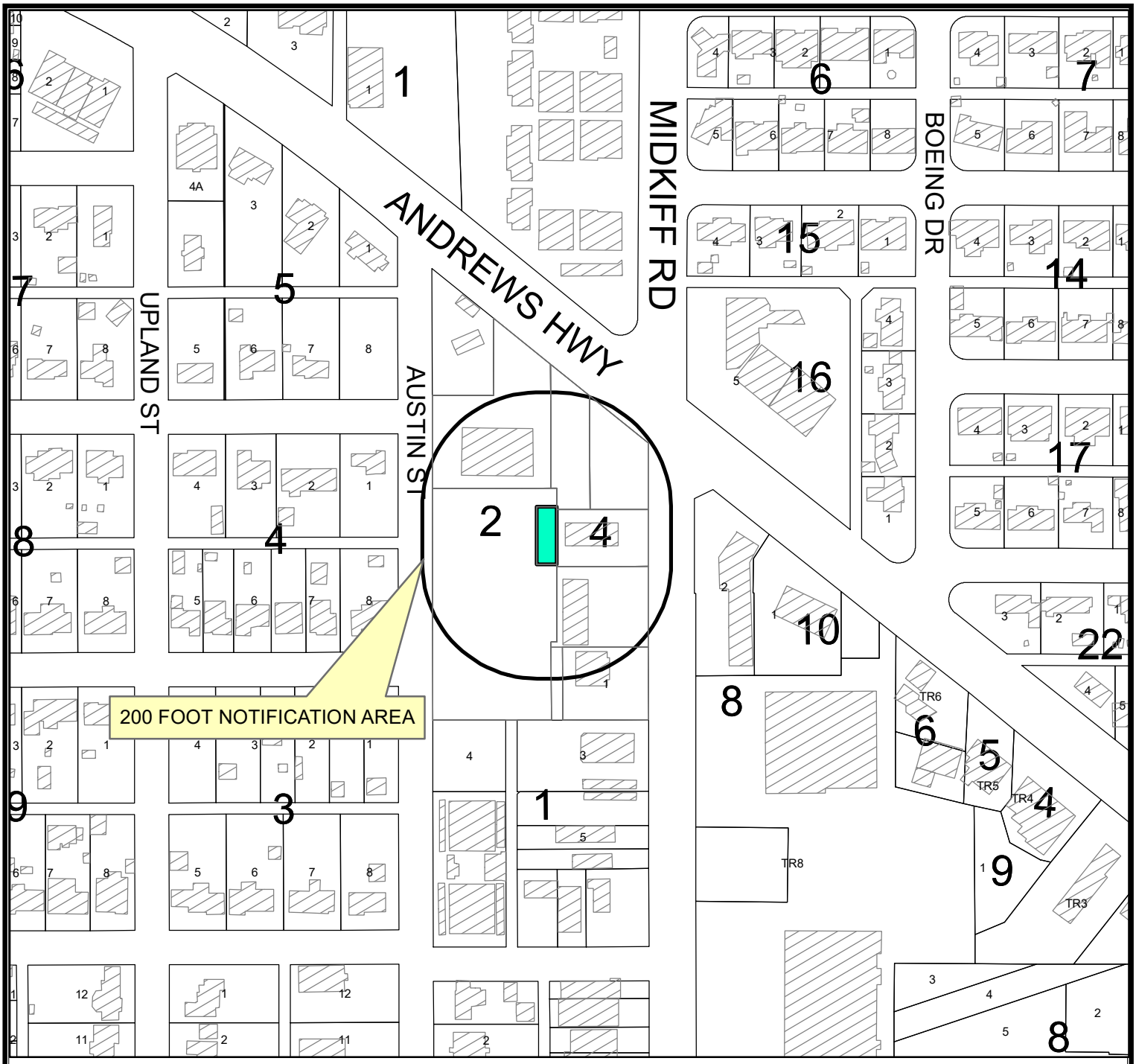
---

**STATE OF TEXAS**
**COUNTY OF MIDLAND**

**I hereby certify that this Instrument was** FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Midland County, Texas.**

Alison Haley
Midland County Clerk
Midland County, TX

January 28, 2021




# LOCATION MAP

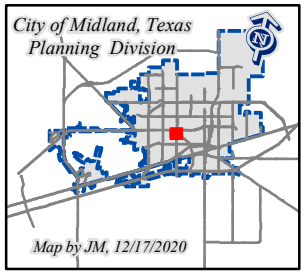
**Z-20-0207** **Scale: 1" = 250'**

Consider a request by CG Midland, LLC for a zone change from MF-16, Multiple Family Dwelling District, in part; and RR, Regional Retail District, in Part; to RR, Regional Retail District on a 0.08-acre tract of land located in Tract 3, Midkiff Heights Addition, City and County of Midland Texas.

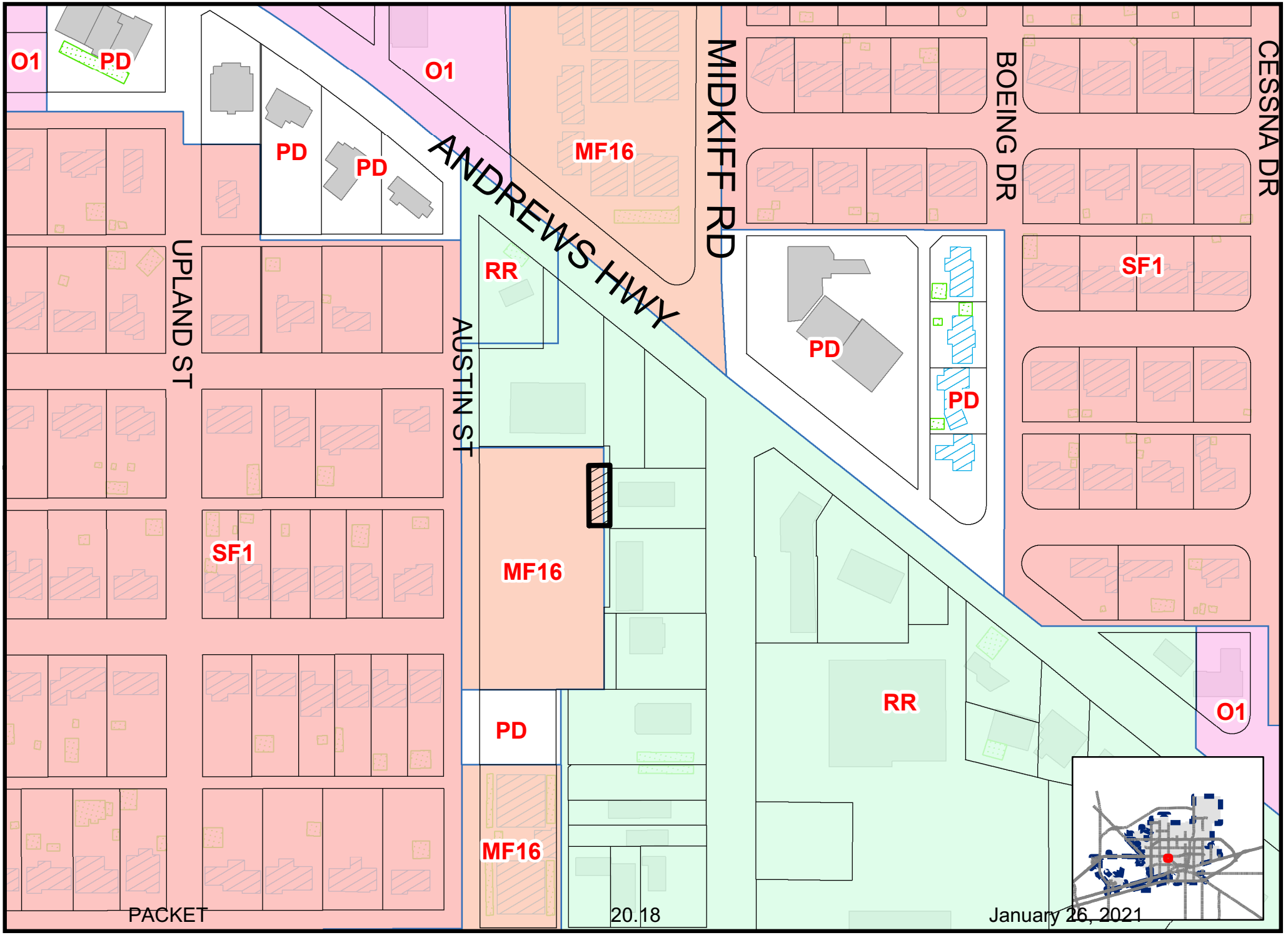
Generally located approximately 160 feet west of North Midkiff Road and approximately 250 south of Andrews Highway, (Council District 4)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By JM, 12/18/2020*

**Z-20-0207**

**Scale: 1" = 200'**

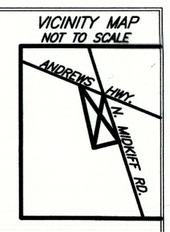
# ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

DESCRIPTION

PROPOSED PLAT OF MIDKIFF HEIGHTS, SECTION 5, BEING A RE-PLAT OF A 0.821 ACRE PORTION OF TRACTS 3 AND 4, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS.

VICINITY MAP
NOT TO SCALE




FND 1/2" IR

ANDREWS HIGHWAY (STATE HIGHWAY #158)

N 65°48'24" W, 76.66'

FND 1/2" IR

S 65°51'56" E, 94.77'

GRID N= 10696671.88
GRID E= 1742728.06
LAT: N32°00'10.36"
LONG: W102°07'11.79"

SET "X" IN CONC.

DELTA=51°13'31"
RADIUS= 70.0'
ARC LENGHTH= 62.58'
CHORD DISTANCE= 60.52'
CHORD BEARING= S 40°23'32" E

FND COTTON SPINDLE

TRACT 3

TRACT 4

ODUKWU FAMILY INVESTMENTS, LLC
1.04 ACRE TRACT
DOC. #12690, VOL. 2871, PG. 410
M.C.D.R.

N 14°37'40" W, 218.73'

WTG FUELS, INC.
0.312 ACRE TRACT
DOC. #2017-35476
M.C.D.R.

N 14°41'48" W, 203.26'

CG MIDLAND, LLC.
DOC. #2020-32544
M.C.D.R.

LOT 6, BLOCK 1

CONTAINING 0.821 ACRE TOTAL

S 14°38'53" E, 89.29'

NORTH MIDKIFF ROAD (80' R.O.W.)

FND 1" IR

N 14°42'17" W, 32.61'

SET IR/CAP

FND 80D NAIL

N 75°19'35" E, 59.93'

FND 3/8" IR

FND COTTON SPINDLE

PP/TRANS

WM

BC

E

ACCESS ENTRANCE

N 75°19'35" E, 34.85'

CG MIDLAND, LLC.
DOC. #2020-32547
M.C.D.R.

SHMC DEVELOPMENT, LLC.
REMAINING 1.912 ACRE TRACT
DOC. #2018-28043
M.C.D.R.

N 14°39'29" W, 100.31'

CG MIDLAND, LLC.
DOC. #2020-32546
M.C.D.R.

S 14°37'19" E, 101.58'

BC

ACCESS ENTRANCE

E

S 75°41'59" W, 34.85'

SET IR/CAP

P.O.B.

FND IR/BLUE CAP

S 75°41'59" W, 159.74' (DEED= S 75°00' W, 160')

FND 60 D NAIL

GRID N= 10696402.31
GRID E= 1742901.88
LAT: N32°00'07.72"
LONG: W102°07'09.72"

LBMT, LLC.
0.52 ACRE TRACT
DOC. #2018-15110
M.C.D.R.
TRACT 4

TRACT 3

STATE OF TEXAS

COUNTY OF MIDLAND

WHEREAS, WE ARE THE RECORD OWNERS OF A TRACT OF LAND SITUATED IN THE NORTH PART OF TRACT 4 AND A PORTION OF THE EAST PART OF TRACT 3, MIDKIFF HEIGHTS ADDITION, AND MORE PARTICULARY DESCRIBED HEREON.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WE DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS_____ AN ADDITION TO THE CITY OF MIDLAND, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLY, AND EASEMENTS, (AND PARKWAYS) SHOWN HEREON.

WITNESS MY HAND AT MIDLAND, TEXAS, THIS _____ DAY OF _____, 20___.

_____
CG MIDLAND, LLC

STATE OF TEXAS:
COUNTY OF MIDLAND:

THIS INSTRUMENT WAS ACKOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 20___, CG MIDLAND, LLC

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS

CERTIFICATION OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF _____, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS _____ DAY OF _____, 2020. AND EASEMENTS, (AND PARKWAYS) SHOWN HEREON.

SIGNED: _____
CHAIRMAN REGGIE LAWRENCE

SIGNED: _____
SECRETARY CRISTINA ODENBORG BURNS

NOTES:

1. SELLING A PORTION OF THIS ADDITION MY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
4. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) THE 0.821 TRACT IS RE-PLATTED FOR SUBDIVISION INTO MORE THAN THREE TRACTS OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
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 INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET _____
DATE _____ PAGE _____

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: _____
ONCOR ELECTRIC DELIVERY COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
SUDDEDLINK COMMUNICATIONS

SIGNED: _____
GRANDE COMMUNICATIONS

OWNER: CG MIDLAND, LLC, 4024 GOODFELLOW DR., DALLAS, TEXAS 75229

THAT I, JEFFREY D. SUITER, A REGISTERED PROFESSION LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED OR FOUND UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

_____
JEFFREY D. SUITER
TX. R.P.L.S. #4650

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

N
W E
S

SCALE: 1" = 20'
0' 10' 20'

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500 | DATE: June 24, 2020 | Job# 200624JS


CASH ST
TITLE LOANS & CASH
CHIROPR
CASH STOR
TITLE LOANS &
CASH ADVANCES
NAILS &


CASH STORE


cricket
BUD LIGHT



# City Council Meeting

**Item Number:** 21

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Joseph Marynak, Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.58-ACRE TRACT OF LAND LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND MAPLE AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Midland (Fairgrounds) DTP, LLC, is requesting a zone change from PD, Planned Development District for a Housing Development to LR, Local Retail District, to develop a retail store.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Processing this request does not require any City funds.

**Discussion:**

**Current Zoning:**

PD, Planned Development District for a Housing Development (Ordinance No. 9851)

**Surrounding Zoning and Land Use:**

The property to the north is zoned SF-2, Single Family Dwelling District and the location of a church. The property to the east and south are zoned PD, Planned Development District for a Housing Development (Ordinance No. 9851) and the location of vacant land. The properties to the west are zoned 2F, Two-Family Dwelling District and the location of single-family housing.

**Analysis:**

The property in question is currently zoned PD, Planned Development District for a Housing Development (Ordinance No. 9851). While this area is currently zoned for a housing development, this was not always the case. Prior to the adoption of Ordinance No. 9851 in 2018, this property was zoned LR, Local Retail District. In the context of Ordinance No. 9851, this 1.58 acres was part of an 8.15-acre area set aside for future development of market rate housing. As such, this request does not disrupt the amount of housing supplied under the previous ordinance.

If approved, the development will need to conform to section 5.05, Nonresidential Zoning District Dimensional Regulations and sections 6.01 through 6.05, Zoning Development Regulations of the Zoning Ordinance. This property is currently not platted. As such, a final plat will need to be adopted prior to any development.

This proposed zone change has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objections

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

**Engineering: (Approved)**

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

**Code: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

**Planning:**

This proposed development does not fit with Chapter 3, An Integrated Land Use Vision, Future Land Use Map of the Tall City Tomorrow comprehensive plan as this area calls for Urban Residential Low. This district calls exclusively for single-family developments and specifically cites that uses with higher traffic volumes should not be allowed. However, this location has frontage on a major arterial street, which is more suitable for low-density retail development than single-family housing.

Rezoning this property to LR, Local Retail District would provide a retail opportunity for the nearby single-family developments to the west as well as future multiple family developments being proposed to the east and south. This area is devoid of retail options despite having frontage on a major arterial. Providing retail space in this development would give current and future residents an opportunity to walk to a shopping area or decrease the distance they would need to drive to get to one.

This request was recommended for approval at the January 4, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change, subject to condition 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 not received any letters of objection as of January 20, 2021.

**Attachments:**

Metes and Bounds (Exhibit A)
Application
Maps

Proposed Site Plan
Ordinance No. 9851

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.58-ACRE TRACT OF LAND LOCATED IN SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND MAPLE 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 1.58-acre tract of land located in Section 31, Block 38, 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 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 PD, Planned Development District for a Housing Development 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., 2021; 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., 2021, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"


## JOHN COWAN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
SINCE 1946

FIRM REGISTRATION NO:
10025500

10147 CR 135
FLINT, TEXAS 75762

903.581.2238
TXSURVEYS.COM


**FIELD NOTES FOR GBT REALTY**
Southwest Quarter of Section 31, Block 38
Township 1 South, T&P R.R. Co. Survey, Abstract No. 25
Midland County, Texas

All that certain lot, tract, or parcel of land, being part of the Southwest Quarter of Section 31, Block 38, Township 1 South, T&P R.R. Co. Survey, Abstract No. 25, Midland County, Texas, and being part of that certain called 119.47 acre tract described in a deed from Professional Lazer Graphix, LTD to the Chase W. Gardaphe 2012 Trust on July 18, 2014, recorded in Document No. 2014-18367 of the Official Public Records of Midland County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a ½" iron rod (found) for the Northwest corner of the above mentioned 119.47 acre tract, the Southwest corner of Block 1 of Colonial Hills, Section 1, as shown by plat of same recorded in Volume 294, Page 399 of the Plat Records of Midland County, Texas, in the East right of way of North Fairgrounds Road;

THENCE North 75 deg. 29 min. 55 sec. East with the South line of Block 1, the North line of the 119.47 acre tract, distance of 345.00 ft. to a ½" iron rod (set) for corner;

THENCE South 14 deg. 36 min. 09 sec. East a distance of 200.00 ft. to a ½" iron rod (set) for corner;

THENCE South 75 deg. 29 min. 55 sec. West a distance of 345.00 ft. to a ½" iron rod (set) for corner in the West line of the 119.47 acre tract, the East right of way of North Fairgrounds Road;

THENCE North 14 deg. 36 min. 09 sec. West with the West line of the 119.47 acre tract, the East right of way of North Fairgrounds Road a distance of 200.00 ft. to the place of beginning, containing 1.584 acres of land.

Bearing oriented to Grid North of the Texas State Plane Coordinate System, NAD83, Central Zone 4203.

I, PHILIP W. CORNETT, Registered Professional Land Surveyor No. 5515, do hereby certify that the above field notes were prepared from an actual survey made on the ground under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 10th day of December, 2020.

**PHILIP W. CORNETT**
Registered Professional Land Surveyor No. 5515
T20-251 1.584 acres

STATE OF TEXAS
REGISTERED
PHILIP W. CORNETT
5515
PROFESSIONAL
LAND SURVEYOR

# JOHN COWAN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
SINCE 1946

FIRM REGISTRATION NO:
10025500

10147 CR 135
FLINT, TEXAS 75762

903.581.2238
TXSURVEYS.COM


**FIELD NOTES FOR GBT REALTY**
Southwest Quarter of Section 31, Block 38
Township 1 South, T&P R.R. Co. Survey, Abstract No. 25
Midland County, Texas

All that certain lot, tract, or parcel of land, being part of the Southwest Quarter of Section 31, Block 38, Township 1 South, T&P R.R. Co. Survey, Abstract No. 25, Midland County, Texas, and being part of that certain called 119.47 acre tract described in a deed from Professional Lazer Graphix, LTD to the Chase W. Gardaphe 2012 Trust on July 18, 2014, recorded in Document No. 2014-18367 of the Official Public Records of Midland County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a ½" iron rod (found) for the Northwest corner of the above mentioned 119.47 acre tract, the Southwest corner of Block 1 of Colonial Hills, Section 1, as shown by plat of same recorded in Volume 294, Page 399 of the Plat Records of Midland County, Texas, in the East right of way of North Fairgrounds Road;

THENCE North 75 deg. 29 min. 55 sec. East with the South line of Block 1, the North line of the 119.47 acre tract, distance of 345.00 ft. to a ½" iron rod (set) for corner;

THENCE South 14 deg. 36 min. 09 sec. East a distance of 200.00 ft. to a ½" iron rod (set) for corner;

THENCE South 75 deg. 29 min. 55 sec. West a distance of 345.00 ft. to a ½" iron rod (set) for corner in the West line of the 119.47 acre tract, the East right of way of North Fairgrounds Road;

THENCE North 14 deg. 36 min. 09 sec. West with the West line of the 119.47 acre tract, the East right of way of North Fairgrounds Road a distance of 200.00 ft. to the place of beginning, containing 1.584 acres of land.

Bearing oriented to Grid North of the Texas State Plane Coordinate System, NAD83, Central Zone 4203.

I, PHILIP W. CORNETT, Registered Professional Land Surveyor No. 5515, do hereby certify that the above field notes were prepared from an actual survey made on the ground under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 10th day of December, 2020.

**PHILIP W. CORNETT**
Registered Professional Land Surveyor No. 5515
T20-251 1.584 acres



MIDLAND Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: Z-20-0207

Case Number: _____

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: Midland (Fairgrounds) DTP, LLC | | Phone ( 615 ) 370-0670<br>Email<br>gglaser@gbtrealty.com | |
| Address<br>9010 Overlook Blvd. | City<br>Brentwood | State<br>TN | Zip<br>37027 |

| | | | |
|---|---|---|---|
| **Property Owner**<br>Printed Name: Gardaphe Chase W 2012 Trust | | Phone ( 832 ) 766-3656<br>Email<br>gardaphe@gmail.com | |
| Address 1320 N. Fairgrounds Road | City Midland | State<br>TX | Zip<br>79706 |

| | | | |
|---|---|---|---|
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: Midland (Fairgrounds) DTP, LLC<br>Printed Name: Bob Gage | | Phone ( 615 ) 519-8208<br>Email<br>bgage@gbtrealty.com | |
| Address<br>9010 Overlook Blvd. | City<br>Brentwood | State TN | Zip<br>37027 |

**Street Address:** TBD

**Legal Description**
Lot: Block: 38 Subdivision: SE Qtr. Section 31, Twp.1 S, T&P R.R Co. Survey, Abstrat # 25

**Current Zoning:** PD - Planned Development

**Proposed Zone:** LR - Local Retail
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request:** Proposed Retail Development

**Present Use of Property:** Vacant

**Proposed Use of Property:** Construct a 10,460 SF Retail Store with parking and utilities on a 1.58 acre lot

**How would this zone change affect the public health, safety and welfare?** The development would benefit the nearby single family residential community and apartment complex that is under construction

**Describe how conditions affecting the property have changed since present zoning designation:** The Planned Development was originally designated for apartments, which are being built behind this property. Property owner decided the area needs commercial development fronting Fiargrounds Road

**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: 12/09/2020 |
| Applicant (printed): Greg Glaser, Development Manager | |
| Property Owner (signature): | Date: 12/09/2020 |
| Property Owner (printed): Chase Gardaphe, Manager | |

*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~~ TENNESSE
COUNTY OF ~~MIDLAND~~ DAVIDSON

Before me, the undersigned authority, on this day personally appeared GREG GLASER who, being by me duly sworn, upon oath says: That (s)he is authorized by GARDAPHE CHASE W 2012 TRUST, 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*)

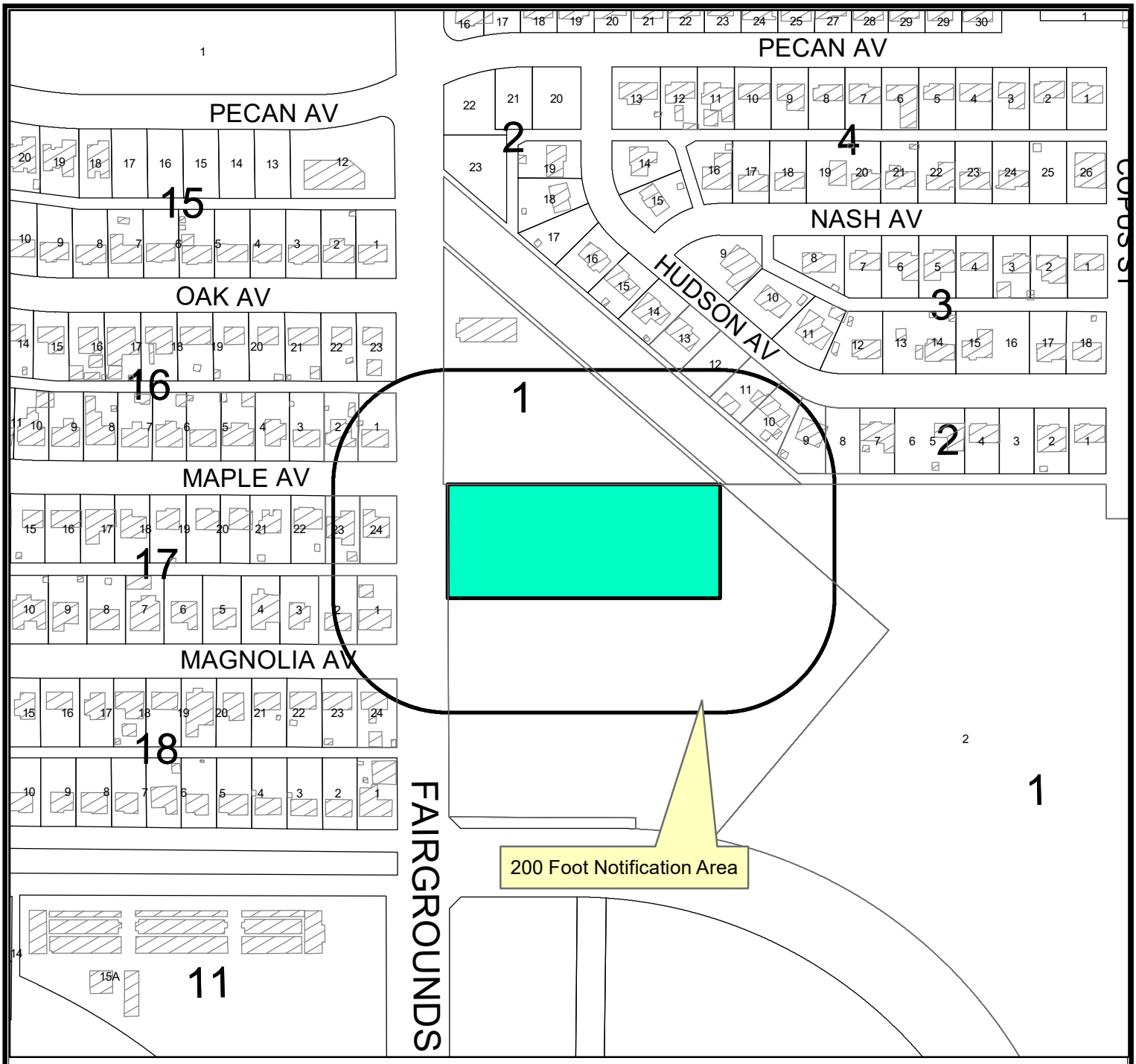
Subscribed and sworn to before me, this 9TH day of DECEMBER, 20 20, to certify which witness my hand and seal of office.

JULIE FRANCIS LOYD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, ~~TEXAS~~
DAVIDSON TENNESSEE

| **FOR OFFICE USE ONLY** | |
|---|---|
| ☐ Property Owner Authorization | ☐ Dimensioned Site Plan |
| ☐ Application Fee | ☐ Plans in Digital Format (PDF/JPEG) |
| Check #_____ | |
| Received By: | Date: |

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

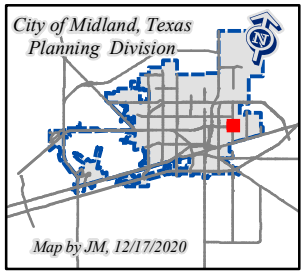
**Z-20-0207** **Scale: 1" = 250'**

Consider a request by Midland (Fairgrounds) DTP, LLC for a zone change from PD, Planned Development District for a Housing Development to LR, Local Retail District on a 1.58 acre tract of land located in Section 31, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

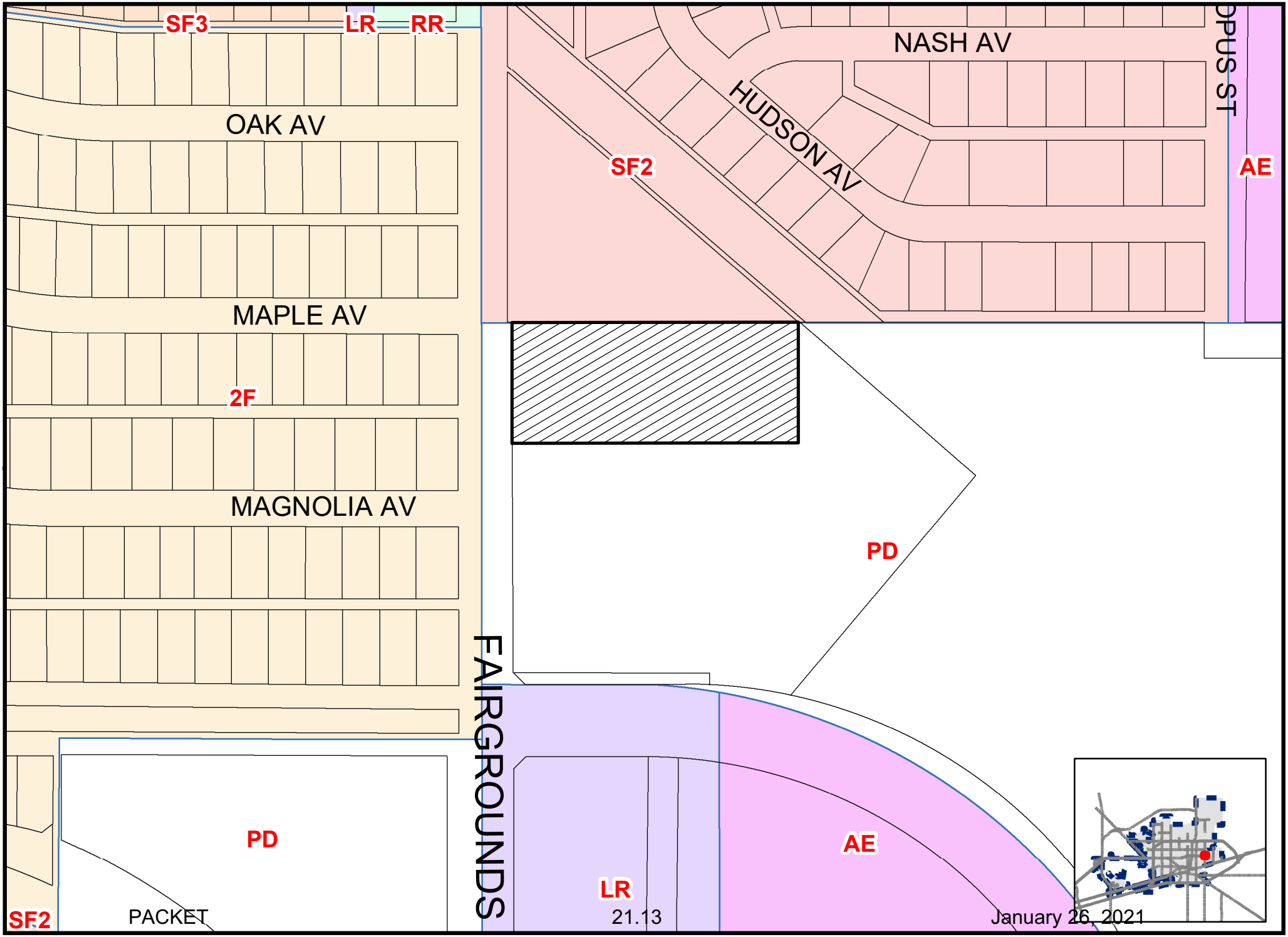
Generally located southeast of the intersection of North Fairgrounds Road and Maple Avenue. (Council District 2)

**L E G E N D**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2020
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.



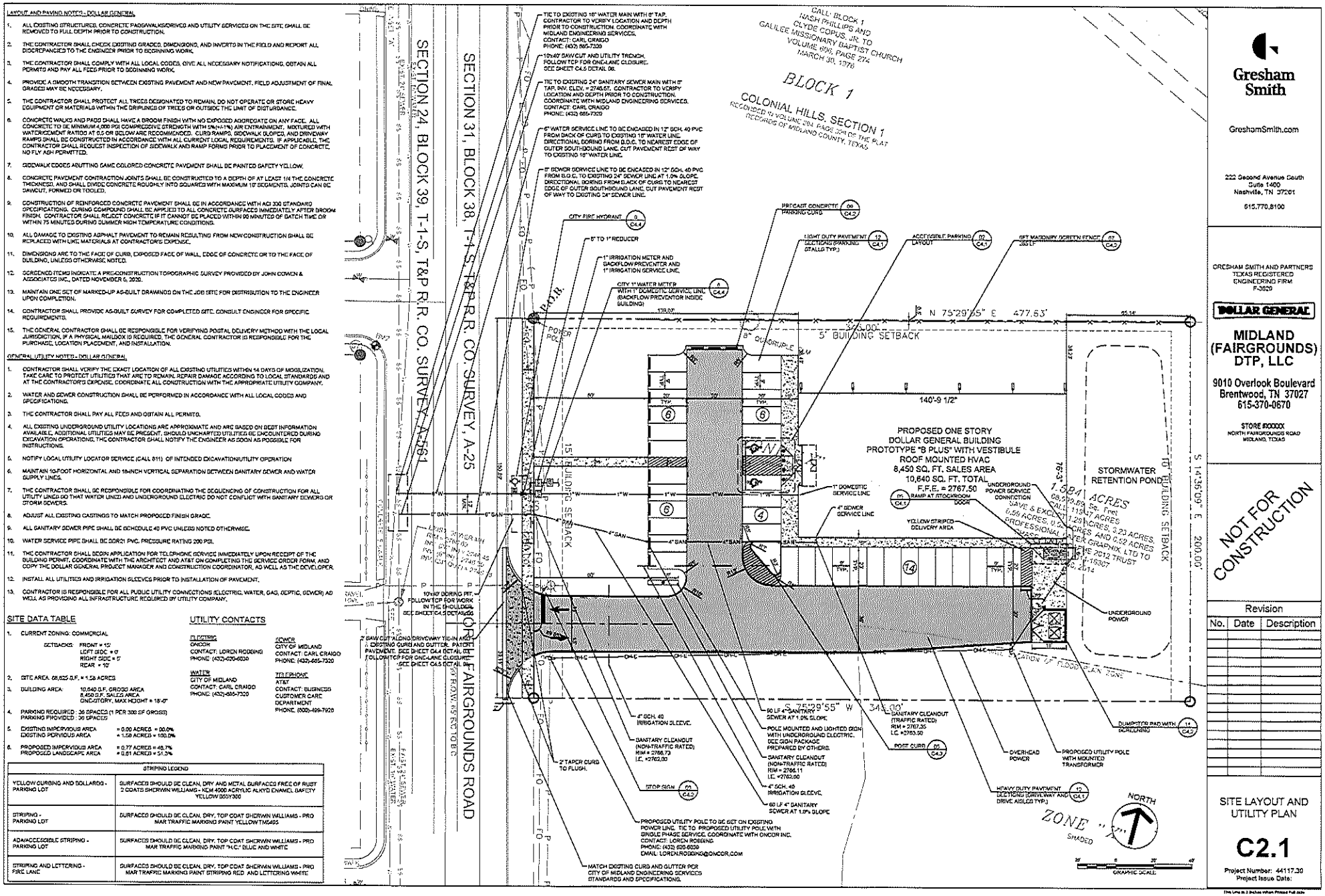

*Map By JM, 12/18/2020*

**Z-20-0207**

**Scale: 1" = 200'**

# ZONING MAP

© **THE CITY OF MIDLAND - 2020:** THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


LAYOUT AND PAVING NOTES - DOLLAR GENERAL
1. ALL EXISTING STRUCTURES, CONCRETE, PAD/WALKS/CURBS AND UTILITY SERVICES ON THE SITE SHALL BE REMOVED TO FULL DEPTH PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CHECK EXISTING GRADES, DIMENSIONS, AND INVERTS IN THE FIELD AND REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO BEGINNING WORK.
3. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL CODES, GIVE ALL NECESSARY NOTIFICATIONS, OBTAIN ALL PERMITS AND PAY ALL FEES PRIOR TO BEGINNING WORK.
4. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY.
5. THE CONTRACTOR SHALL PROTECT ALL TREES DESIGNATED TO REMAIN. DO NOT OPERATE OR STORE HEAVY EQUIPMENT OR MATERIALS WITHIN THE DRIPLINES OF TREES OR OUTSIDE THE LIMIT OF DISTURBANCE.
6. CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH WITH NO EXPOSED AGGREGATE ON ANY FACE. ALL CONCRETE TO BE MINIMUM 4,000 PSI COMPRESSIVE STRENGTH WITH 5%(+/-1%) AIR ENTRAINMENT, MIXTURED WITH WWF/REINFORCEMENT RATIOS AT 0.5 OR BELOW ARE RECOMMENDED. CURB RAMPS, SIDEWALK GLOPES, AND DRIVEWAY RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL CURRENT LOCAL REQUIREMENTS. IF APPLICABLE, THE CONTRACTOR SHALL REQUEST INSPECTION OF SIDEWALK AND RAMP FORMS PRIOR TO PLACEMENT OF CONCRETE. NO FLY ASH PERMITTED.
7. SIDEWALK CODES ABUTTING SAME COLORED CONCRETE PAVEMENT SHALL BE PAINTED SAFETY YELLOW.
8. CONCRETE PAVEMENT CONTRACTION JOINTS SHALL BE CONSTRUCTED TO A DEPTH OF AT LEAST 1/4 THE CONCRETE THICKNESS, AND SHALL DIVIDE CONCRETE ROUGHLY INTO SQUARES WITH MAXIMUM 15' SEGMENTS. JOINTS CAN BE SAWCUT, FORMED OR TOOLED.
9. CONSTRUCTION OF REINFORCED CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH ACI 330 STANDARD SPECIFICATIONS. CURING COMPOUND SHALL BE APPLIED TO ALL CONCRETE SURFACES IMMEDIATELY AFTER BROOM FINISH. CONTRACTOR SHALL REJECT CONCRETE IF IT CANNOT BE PLACED WITHIN 90 MINUTES OF BATCH TIME OR WITHIN 75 MINUTES DURING SUMMER HIGH TEMPERATURE CONDITIONS.
10. ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN RESULTING FROM NEW CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS AT CONTRACTOR'S EXPENSE.
11. DIMENSIONS ARE TO THE FACE OF CURB, EXPOSED FACE OF WALL, EDGE OF CONCRETE OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED.
12. SCREENED ITEMS INDICATE A PRE-CONSTRUCTION TOPOGRAPHIC SURVEY PROVIDED BY JOHN COMEN & ASSOCIATES INC., DATED NOVEMBER 6, 2020.
13. MAINTAIN ONE SET OF MARKED-UP AS-BUILT DRAWINGS ON THE JOB SITE FOR DISTRIBUTION TO THE ENGINEER UPON COMPLETION.
14. CONTRACTOR SHALL PROVIDE AS-BUILT SURVEY FOR COMPLETED SITE. CONSULT ENGINEER FOR SPECIFIC REQUIREMENTS.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING POSTAL DELIVERY METHOD WITH THE LOCAL JURISDICTION. IF A PHYSICAL MAILBOX IS REQUIRED, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE PURCHASE, LOCATION PLACEMENT, AND INSTALLATION.
GENERAL UTILITY NOTES - DOLLAR GENERAL
1. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES WITHIN 14 DAYS OF MOBILIZATION. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
2. WATER AND SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL CODES AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL PAY ALL FEES AND OBTAIN ALL PERMITS.
4. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED ON DEDT INFORMATION AVAILABLE. ADDITIONAL UTILITIES MAY BE PRESENT, SHOULD UNCHARTED UTILITIES BE ENCOUNTERED DURING EXCAVATION OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AS SOON AS POSSIBLE FOR INSTRUCTIONS.
5. NOTIFY LOCAL UTILITY LOCATOR SERVICE (CALL 811) OF INTENDED EXCAVATION/UTILITY OPERATION
6. MAINTAIN 10-FOOT HORIZONTAL AND 18-INCH VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATER SUPPLY LINES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES AND UNDERGROUND ELECTRIC DO NOT CONFLICT WITH SANITARY SEWERS OR STORM SEWERS.
8. ADJUST ALL EXISTING CASTINGS TO MATCH PROPOSED FINISH GRADE.
9. ALL SANITARY SEWER PIPE SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE.
10. WATER SERVICE PIPE SHALL BE DR(21 PVC, PRESSURE RATING 200 PSI.
11. THE CONTRACTOR SHALL BEGIN APPLICATION FOR TELEPHONE SERVICE IMMEDIATELY UPON RECEIPT OF THE BUILDING PERMIT. COORDINATE WITH THE ARCHITECT AND AT&T ON COMPLETING THE SERVICE ORDER FORM, AND COPY THE DOLLAR GENERAL PROJECT MANAGER AND CONSTRUCTION COORDINATOR, AS WELL AS THE DEVELOPER.
12. INSTALL ALL UTILITIES AND IRRIGATION SLEEVES PRIOR TO INSTALLATION OF PAVEMENT.
13. CONTRACTOR IS RESPONSIBLE FOR ALL PUBLIC UTILITY CONNECTIONS (ELECTRIC, WATER, GAS, SEPTIC, SEWER) AS WELL AS PROVIDING ALL INFRASTRUCTURE REQUIRED BY UTILITY COMPANY.
SITE DATA TABLE
1. CURRENT ZONING: COMMERCIAL
SETBACKS: FRONT = 15'
LEFT SIDE = 0'
RIGHT SIDE = 0'
REAR = 10'
2. SITE AREA: 66,625 S.F. = 1.53 ACRES
3. BUILDING AREA: 10,640 S.F. GROSS AREA
8,450 S.F. SALES AREA
ONE-STORY, MAX HEIGHT = 18'-0"
4. PARKING REQUIRED : 36 SPACES (1 PER 300 SF GROSS)
PARKING PROVIDED : 36 SPACES
5. EXISTING IMPERVIOUS AREA = 0.00 ACRES = 00.0%
EXISTING PERVIOUS AREA = 1.53 ACRES = 100.0%
6. PROPOSED IMPERVIOUS AREA = 0.77 ACRES = 48.7%
PROPOSED LANDSCAPE AREA = 0.81 ACRES = 51.3%
UTILITY CONTACTS
ELECTRIC
CKGON
CONTACT: LOREN ROBBINS
PHONE: (432)-620-6030
WATER
CITY OF MIDLAND
CONTACT: CARL CRAIGO
PHONE: (432)-685-7320
SEWER
CITY OF MIDLAND
CONTACT: CARL CRAIGO
PHONE: (432)-685-7320
TELEPHONE
AT&T
CONTACT: BUSINESS CUSTOMER CARE DEPARTMENT
PHONE: (800)-499-7928
STRIPING LEGEND
YELLOW CURBING AND BOLLARDS - PARKING LOT: SURFACES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF RUST 2 COATS SHERWIN WILLIAMS - KEM 4000 ACRYLIC ALKYD ENAMEL SAFETY YELLOW B55Y300
STRIPING - PARKING LOT: SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT YELLOW TM5405
ADA/ACCESSIBLE STRIPING - PARKING LOT: SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT "H.C." BLUE AND WHITE
STRIPING AND LETTERING - FIRE LANE: SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT STRIPING RED AND LETTERING WHITE
SECTION 24, BLOCK 39, T-1-S, T&P R.R. CO. SURVEY, A-561
SECTION 31, BLOCK 38, T-4-S, T&P R.R. CO. SURVEY, A-25
CALL: BLOCK 1 NASH PHILLIPS AND CLYDE COPUS, JR. TO GALILEE MISSIONARY BAPTIST CHURCH VOLUME 895, PAGE 274 MARCH 30, 1978
BLOCK 1
COLONIAL HILLS, SECTION 1
RECORDED IN VOLUME 284, PAGE 204 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS
TIE TO EXISTING 16" WATER MAIN WITH 6" TAP. CONTRACTOR TO VERIFY LOCATION AND DEPTH PRIOR TO CONSTRUCTION. COORDINATE WITH MIDLAND ENGINEERING SERVICES. CONTACT: CARL CRAIGO PHONE: (432) 685-7320
10'x40' SAW CUT AND UTILITY TRENCH. ROLLOW TCP FOR ONE-LANE CLOSURE. SEE SHEET C4.5 DETAIL 06.
TIE TO EXISTING 24" SANITARY SEWER MAIN WITH 6" TAP. INV. ELEV. = 2746.67. CONTRACTOR TO VERIFY LOCATION AND DEPTH PRIOR TO CONSTRUCTION. COORDINATE WITH MIDLAND ENGINEERING SERVICES. CONTACT: CARL CRAIGO PHONE: (432) 685-7320
6" WATER SERVICE LINE TO BE ENCASED IN 12" SCH. 40 PVC FROM BACK OF CURB TO EXISTING 16" WATER LINE. DIRECTIONAL BORING FROM B.O.C. TO NEAREST EDGE OF OUTER SOUTHBOUND LANE. CUT PAVEMENT REST OF WAY TO EXISTING 16" WATER LINE.
6" SEWER SERVICE LINE TO BE ENCASED IN 12" SCH. 40 PVC FROM B.O.C. TO EXISTING 24" SEWER LINE AT 1.0% SLOPE. DIRECTIONAL BORING FROM BACK OF CURB TO NEAREST EDGE OF OUTER SOUTHBOUND LANE. CUT PAVEMENT REST OF WAY TO EXISTING 24" SEWER LINE.
CITY FIRE HYDRANT
6" TO 1" REDUCER
1" IRRIGATION METER AND BACKFLOW PREVENTER AND 1" IRRIGATION SERVICE LINE.
CITY 1" WATER METER WITH 1" DOMESTIC SERVICE LINE (BACKFLOW PREVENTOR INSIDE BUILDING)
P.O.B.
POWER POLE
PRECAST CONCRETE PARKING CURB
LIGHT DUTY PAVEMENT SECTION (PARKING STALLS TYP.)
ACCESSIBLE PARKING LAYOUT
6FT MASONRY SCREEN FENCE 280 LF
N 75°29'55" E 477.63'
345.00'
5' BUILDING SETBACK
8" QUADRUPLE
140'-9 1/2"
PROPOSED ONE STORY DOLLAR GENERAL BUILDING PROTOTYPE "B PLUS" WITH VESTIBULE ROOF MOUNTED HVAC 8,450 SQ. FT. SALES AREA 10,640 SQ. FT. TOTAL F.F.E. = 2767.50
RAMP AT STOCKROOM DOOR
1" DOMESTIC SERVICE LINE
4" SEWER SERVICE LINE
YELLOW STRIPED DELIVERY AREA
UNDERGROUND POWER SERVICE CONNECTION
STORMWATER RETENTION POND
1.5841 ACRES
68,999.89 Sq. Feet
CALL 113/47 ACRES
1.29 ACRES, 3.23 ACRES, 0.56 ACRES, 0.42 ACRES AND 0.42 ACRES
SAVE & EXCEPT
PROFESSIONAL WATER GRAPHIX, LTD TO
VOL. 7012 TRUST
PAGE 15307
DEC. 2014
15' BUILDING SETBACK
10' BUILDING SETBACK
S 14°35'09" E 200.00'
UNDERGROUND POWER
DUMPSTER PAD WITH 12' BUILDING
N 75°29'55" W 345.00'
90 LF 4" SANITARY SEWER AT 1.0% SLOPE
SANITARY CLEANOUT (TRAFFIC RATED) RIM = 2767.35 I.E. =2763.50
POLE MOUNTED AND LIGHTED SIGN WITH UNDERGROUND ELECTRIC. SIGN PACKAGE PREPARED BY OTHERS.
POST CURB
OVERHEAD POWER
PROPOSED UTILITY POLE WITH MOUNTED TRANSFORMER
HEAVY DUTY PAVEMENT SECTION (DRIVEWAY AND DRIVE AISLES TYP.)
4" SCH. 40 IRRIGATION SLEEVE.
SANITARY CLEANOUT (NON-TRAFFIC RATED) RIM = 2766.73 I.E. =2762.00
STOP SIGN
2" TAPER CURB TO FLUSH.
SANITARY CLEANOUT (NON-TRAFFIC RATED) RIM = 2766.11 I.E. =2760.00
4" SCH. 40 IRRIGATION SLEEVE.
60 LF 4" SANITARY SEWER AT 1.0% SLOPE
PROPOSED UTILITY POLE TO BE SET ON EXISTING POWER LINE. TIE TO PROPOSED UTILITY POLE WITH SINGLE PHASE SERVICE. COORDINATE WITH ONCOR INC. CONTACT: LOREN ROBBINS PHONE: (432) 620-6030 EMAIL: LOREN.ROBBINS@ONCOR.COM
MATCH EXISTING CURB AND GUTTER PER CITY OF MIDLAND ENGINEERING SERVICES STANDARDS AND SPECIFICATIONS.
2' SAW CUT ALONG DRIVEWAY TIE-IN AT EXISTING GURB AND GUTTER. PATCH PAVEMENT. SEE SHEET C4.4 DETAIL 01 FOLLOW TCP FOR ONE-LANE CLOSURE. SEE SHEET C4.5 DETAIL 06
10'x40' BORING PIT. FOLLOW TCP FOR WORK IN THE SHOULDER. SEE SHEET C4.5 DETAIL 06
SOUTHERN FAIRGROUNDS ROAD
EXISTING R.O.W. VARIES TO 80'+/-
EXISTING 24" WATER
EXISTING 8" WATER
EXISTING 6" WATER
EXISTING 8" SANITARY SEWER
EXISTING 6" SANITARY SEWER
EXISTING 24" STORM SEWER
EXISTING 18" STORM SEWER
EXISTING 12" STORM SEWER
EXISTING 10" STORM SEWER
EXISTING 8" STORM SEWER
EXISTING 6" STORM SEWER
EXISTING 4" STORM SEWER
EXISTING 2" STORM SEWER
EXISTING 1" STORM SEWER
EXISTING 1" WATER
EXISTING 2" WATER
EXISTING 4" WATER
EXISTING 6" WATER
EXISTING 8" WATER
EXISTING 10" WATER
EXISTING 12" WATER
EXISTING 16" WATER
EXISTING 24" WATER
EXISTING 30" WATER
EXISTING 36" WATER
EXISTING 42" WATER
EXISTING 48" WATER
EXISTING 54" WATER
EXISTING 60" WATER
EXISTING 66" WATER
EXISTING 72" WATER
EXISTING 78" WATER
EXISTING 84" WATER
EXISTING 90" WATER
EXISTING 96" WATER
EXISTING 102" WATER
EXISTING 108" WATER
EXISTING 114" WATER
EXISTING 120" WATER
EXISTING 126" WATER
EXISTING 132" WATER
EXISTING 138" WATER
EXISTING 144" WATER
EXISTING 150" WATER
EXISTING 156" WATER
EXISTING 162" WATER
EXISTING 168" WATER
EXISTING 174" WATER
EXISTING 180" WATER
EXISTING 186" WATER
EXISTING 192" WATER
EXISTING 198" WATER
EXISTING 204" WATER
EXISTING 210" WATER
EXISTING 216" WATER
EXISTING 222" WATER
EXISTING 228" WATER
EXISTING 234" WATER
EXISTING 240" WATER
EXISTING 246" WATER
EXISTING 252" WATER
EXISTING 258" WATER
EXISTING 264" WATER
EXISTING 270" WATER
EXISTING 276" WATER
EXISTING 282" WATER
EXISTING 288" WATER
EXISTING 294" WATER
EXISTING 300" WATER
EXISTING 306" WATER
EXISTING 312" WATER
EXISTING 318" WATER
EXISTING 324" WATER
EXISTING 330" WATER
EXISTING 336" WATER
EXISTING 342" WATER
EXISTING 348" WATER
EXISTING 354" WATER
EXISTING 360" WATER
EXISTING 366" WATER
EXISTING 372" WATER
EXISTING 378" WATER
EXISTING 384" WATER
EXISTING 390" WATER
EXISTING 396" WATER
EXISTING 402" WATER
EXISTING 408" WATER
EXISTING 414" WATER
EXISTING 420" WATER
EXISTING 426" WATER
EXISTING 432" WATER
EXISTING 438" WATER
EXISTING 444" WATER
EXISTING 450" WATER
EXISTING 456" WATER
EXISTING 462" WATER
EXISTING 468" WATER
EXISTING 474" WATER
EXISTING 480" WATER
EXISTING 486" WATER
EXISTING 492" WATER
EXISTING 498" WATER
EXISTING 504" WATER
EXISTING 510" WATER
EXISTING 516" WATER
EXISTING 522" WATER
EXISTING 528" WATER
EXISTING 534" WATER
EXISTING 540" WATER
EXISTING 546" WATER
EXISTING 552" WATER
EXISTING 558" WATER
EXISTING 564" WATER
EXISTING 570" WATER
EXISTING 576" WATER
EXISTING 582" WATER
EXISTING 588" WATER
EXISTING 594" WATER
EXISTING 600" WATER
EXISTING 606" WATER
EXISTING 612" WATER
EXISTING 618" WATER
EXISTING 624" WATER
EXISTING 630" WATER
EXISTING 636" WATER
EXISTING 642" WATER
EXISTING 648" WATER
EXISTING 654" WATER
EXISTING 660" WATER
EXISTING 666" WATER
EXISTING 672" WATER
EXISTING 678" WATER
EXISTING 684" WATER
EXISTING 690" WATER
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**ORDINANCE NO.** 9851

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 26.15-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-1, LOCAL RETAIL DISTRICT, IN PART, AND AE, AGRICULTURE ESTATE DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 715 FEET SOUTH OF EAST PECAN 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 and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, 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 LR-1, Local Retail District, in part, and AE, Agriculture Estate District, in part, and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

A 26.15-acre tract of land out of the southwest quarter of Section 31, Block 38, 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.

**SECTION TWO.** That said property shall be subject to the following special conditions and restrictions:

A. That the use and development of this property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That this property shall significantly conform to the site plan and elevations, which are attached hereto as Exhibits "B" through "F" and incorporated herein.

C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That the parking shall conform to the regulations set forth in Title XI, Chapter 1 of the 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 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 20th day of November, A.D., 2018; and passed to second reading on motion of Council member Love, seconded by Council member Lacy, by the following vote:

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

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Sparks, on the 11th day of December, A.D., 2018, at a regular meeting of the City Council:

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

Council members voting "NAY": None

PASSED AND APPROVED THIS 11th day of December, A.D., 2018.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney









# City Council Meeting

**Item Number:** 22

**Meeting Date:** January 26, 2021

**To:** City Council / City Manager

**From:** Morris WIlliams, Assistant City Manager

**Subject:** RESOLUTION AUTHORIZING CERTAIN MIDLAND DEVELOPMENT CORPORATION CONTRACTS (CITY MANAGER)

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**Purpose:**

Councilmembers Lori Blong and Scott Dufford would like to discuss the spending limits that City Council has previously approved.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

None at this time.

**Discussion:**

The spending authority of the Midland Development Corporation may be adjusted should the City Council deem it necessary.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING CERTAIN MIDLAND DEVELOPMENT CORPORATION CONTRACTS**

**WHEREAS**, the City Council finds it to be in the public interest to authorize certain Midland Development Corporation contracts;

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

**SECTION ONE.** That the Midland Development Corporation is hereby authorized to enter into any contract for work or services (including, but not limited to, professional, consulting, engineering, construction, and promotional work or services) with a total contract price of $_____ or less.

**SECTION TWO.** That the following Midland Development Corporation contracts must first be approved by the City Council:

- Any contract for work or services, as described in Section One hereof, with a total contract price exceeding $_____.
- Any contract or other expenditure to paid from funds in the Midland Development Corporation's Economic Development Incentives (53905) budget account.

**SECTION THREE.** That all prior resolutions, or portions of prior resolutions, in conflict with this Resolution, or any portion hereof, are hereby expressly rescinded only to the extent of any such conflict.

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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

# BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
## January 26, 2021

### AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Nick Hood | 09/15 | Sept 30 2021 | Sept 30 2021 |
| Armand “Chip” Smith | 09/18 | Sept 30 2021 | Sept 30 2024 |
| Scooter Brown | 09/16 | Sept 30 2022 | Sept 30 2022 |
| Wes Reeves | 08/15* | Sept 30 2023 | Sept 30 2023 |
| Justin Kuethe | 09/19 | Sept 30 2022 | Sept 30 2025 |
| Nick McClure | 09/19 | Sept 30 2022 | Sept 30 2025 |
| Gena Linebarger | 09/20 | Sept 30 2023 | Sept 30 2026 |
| Butch Morgan | 09/20 | Sept 30 2023 | Sept 30 2026 |
| Benjamin Fietz | 09/20 | Sept 30 2023 | Sept 30 2026 |
| Joshua Lorenz | 09/20 | Sept 30 2023 | Sept 30 2026 |

Justine Ruff (Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

### ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Leah Lewis | 09/17 | Sept 30 2021 | Sept 30 2025 |
| Robert “Robin” Donnelly | 11/13 | Sept 30 2021 | Sept 30 2021 |
| Dr. (Erickson) Lee (Veterinarian) | 05/14 | Sept 30 2022 | Sept 30 2022 |
| Alyson Dial | 09/18 | Sept 30 2022 | Sept 30 2026 |
| Dr. J. Annette Jensen (Veterinarian) | 04/20 | Sept 30 2024 | Sept 30 2028 |
| Tasha Sport | 04/20 | Sept 30 2024 | Sept 30 2028 |
| Sharla Hotchkiss | 04/20 | Sept 30 2024 | Sept 30 2028 |

Leah Lewis (Liasion)

## BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Ryan Almand (Electrical Contractor) | 12/18 | Sept 30 2024 | Sept 30 2030 |
| Jay Bradford (Architect) | 12/18 | Sept 30 2024 | Sept 30 2030 |
| Ron Ainsworth (Plumbing & Mechanical Contractor) | 12/18 | Sept 30 2024 | Sept 30 2030 |
| T.J. McClure (Architect) | 12/18 | Sept 30 2024 | Sept 30 2030 |
| Laurence Oeth (Structural Engineer) | 12/18 | Sept 30 2024 | Sept 30 2030 |
| David Hickman (Fire Protection) | 12/18 | Sept 30 2024 | Sept 30 2030 |
| Gary Glasscock (General Contractor) | 12/18 | Sept 30 2024 | Sept 30 2030 |
| Robert Anderson (Homebuilder) | 12/18 | Sept 30 2024 | Sept 30 2030 |
| Jeff Pinkstaff (Liaison) | 12/18 | Sept 30 2024 | Sept 30 2030 |

## CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

| | Appt Date |
|---|---|
| Carl Craigo | 10/19 |
| Walter Pate | 06/18 |
| Mark Payne | 06/18 |
| Courtney Black | 06/18 |
| Brian Sales | 06/18 |
| Chuck Harrington | 06/18 |
| Jose Ortiz | 06/18 |

## CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

4 2020, 3 -2021

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Ellen K. Ramsey | 10/18 | Sept 30 2021 | Sept 30 2023 |
| VACANT (Williamson) | 10/18 | Sept 30 2021 | Sept 30 2023 |
| David Blackketter | 10/18 | Sept 30 2021 | Sept 30 2023 |
| Joey Hopkins | 10/18 | Sept 30 2022 | Sept 30 2022 |
| Alex Singh | 10/18 | Sept 30 2022 | Sept 30 2022 |
| Becky Wisdom | 10/18 | Sept 30 2022 | Sept 30 2022 |
| Brandon Ofield | 09/20 | Sept 30 2022 | Sept 30 2024 |

Lori Blong (Council Liasion)

## MANAGED COMPETITION COMMITTEE

(Ad Hoc)

| | Appt. Date |
|---|---|
| Jon Morgan | 01/02 |
| Wes Perry | 01/02 |
| Roy Nelson | 01/02 |
| Hugh “Andy” Shaffer | 12/03 |
| Scott Dufford | 01/02 |
| Ted Tipton | 04/04 |
| Kevin Sparks | 11/07 |
| Scott Lovett | 04/10 |
| P. Lourcey Sams | 04/10 |

Ex-Officio members are the Mayor and the City Manager.

## MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

| | Appt Date | Term Expires |
|---|---|---|
| Robert McNaughton | 11/15 | Dec 31 2021 |

## MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Chase Gardaphe | 01/19 | Jan 14 2022 | Jan 14 2025 |
| Wesley Bownds | 07/15* | Jan 14 2022 | Jan 14 2022 |
| Barry Simpson | 01/19 | Jan 14 2022 | Jan 14 2025 |
| Stephen Lowery | 01/17 | Jan 14 2023 | Jan 14 2023 |
| P Lourcey Sams | 04/20 | Jan 14 2023 | Jan 14 2026 |
| Jill Pennington | 04/20 | Jan 14 2023 | Jan 14 2026 |
| Elaine Bedell | 04/20 | Jan 14 2023 | Jan 14 2026 |

## MIDLAND FRESH WATER SUPPLY DISTRICT #1

(Ad Hoc)
(3 Non Voting Members)

| | Appt Date |
|---|---|
| Wes Perry | 05/12 |
| Gary Harris | 05/12 |
| Wayne Merritt | 05/12 |

## MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| **Steve Jones** | **09/08*** | **Jan 1 2010** | **Jan 1 2012** |
| **Cathy Oestmann** | **11/05*** | **Jan 1 2010** | **Jan 1 2010** |
| **Vacancy** | | **Jan 1 2007** | |
| **Vacancy** | | **Jan 1 2007** | |
| **Vacancy** | | **Jan 1 2007** | |
| **Vacancy** | | **Jan 1 2009** | |
| **Curt Kamradt** | **11/05*** | **Jan 1 2014** | **Jan 1 2014** |

Sharla Hotchkiss (Liaison)

## MIDLAND HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)

**Appointments Made by Mayor (LGC 392.031)**

| | Appt Date | Term Expires |
|---|---|---|
| Sylvestor Cantu | 09/18* | Oct 2021 |
| Cheryl Wadley (Resident Commissioner) | 11/19 | Oct 2021 |
| Wes Gotcher | 09/20 | Oct 2022 |
| Robert Lehrer | 09/20 | Oct 2022 |
| Dennis Bade | 09/12 | Oct 2022 |

Isaac Garnett (Staff Liasion)

## MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

| | Appt. Date |
|---|---|
| Vacancy | |
| W. L. “Scooter” Brown | 09/04 |
| Vacancy | |
| Richard Hatchett | 11/08 |
| Vacancy | |
| Ted H. Jones | 09/04 |
| Mitch Malouf | 11/08 |
| Christi Newton | 09/04 |
| Dan Rush | 09/04 |

## MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)
(Membership - 6; Terms - 2 Years Staggered)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| VACANT (Westmoreland) | 06/18* | Sept 30 2020 | Sept 30 2022 |
| E. J. Baldridge | 10/18 | Sept 30 2022 | Sept 30 2022 |
| Iris Foster | 06/18* | Sept 30 2022 | Sept 30 2022 |
| Joseph Sanchez | 12/19 | Sept 30 2021 | Sept 30 2023 |
| Jack Ladd | 07/20 | Sept 30 2022 | Sept 30 2024 |
| John Norman | 07/20 | Sept 30 2022 | Sept 30 2024 |

## OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Stephen Brumley (Petroleum Eng.) | 11/15 | Sept 30 2021 | Sept 30 2021 |
| Bill Lanier (Real Estate) | 09/18 | Sept 30 2021 | Sept 30 2024 |
| Scott Bowden (Real Estate) | 10/19 | Sept 30 2022 | Sept 30 2025 |
| Ross Klabon (Petroleum Eng.) | 10/19 | Sept 30 2022 | Sept 30 2025 |
| Court Adkins (Petroleum Eng.) | 09/17 | Sept 30 2023 | Sept 30 2023 |

## PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Shirley Howard | 02/16* | Sept 30 2021 | Sept 30 2024 |
| Connie Ferguson | 09/16 | Sept 30 2022 | Sept 30 2022 |
| Stephanie Martin | 10/16 | Sept 30 2022 | Sept 30 2022 |
| Laura Smith | 10/19 | Sept 30 2022 | Sept 30 2025 |
| Francis Schammel | 10/19 | Sept 30 2022 | Sept 30 2025 |
| Susannah Prucka | 04/20 | Sept 30 2023 | Sept 30 2026 |
| Lynn Rogers | 04/20 | Sept 30 2023 | Sept 30 2026 |
| Dal Watson | 09/20 | Sept 30 2023 | Sept 30 2026 |
| Ron Stroman | 09/20 | Sept 30 2023 | Sept 30 2026 |

Tina Juaz (Liaison)

John Norman (Council Liaison)

## PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH AND MENTAL RETARDATION

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

| | Appt Date | Term Expires |
|---|---|---|
| Larry Edgerton (City) | 07/10* | June 2021 |
| Ryan Peckham (City) | 08/20 | June 2022 |

## PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

| | Appt. Date |
|---|---|
| Scott Dufford | 01/14 |
| John B. Love III | 01/14 |
| Hugh A. “Andy” Shaffer | 09/05 |

## PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Reggie Lawrence | 09/14* | Sept 30 2021 | Sept 30 2021 |
| Chase Gardaphe | 01/14* | Sept 30 2022 | Sept 30 2022 |
| Karmen Bryant | 02/19* | Sept 30 2022 | Sept 30 2025 |
| Diane Williams | 09/17 | Sept 30 2023 | Sept 30 2023 |
| Lucy Sisniega | 09/20 | Sept 30 2023 | Sept 30 2026 |
| Stacey Jo Grosse | 09/20 | Sept 30 2023 | Sept 30 2026 |
| Zachary Deck | 09/20 | Sept 30 2023 | Sept 30 2026 |

**ALTERNATES:**

| | | | |
|---|---|---|---|
| Emily Holeva | 09/20 | Sept 30 2023 | Sept 30 2026 |
| Adrian Carrasco | 09/20 | Sept 30 2323 | Sept 30 2026 |

## ZONING BOARD OF ADJUSTMENT
## AND
## AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| Matthew Wallace | 07/15* | Sept 30 2020 | Sept 30 2020 |
| Derek Whiting | 01/18* | Sept 30 2021 | Sept 30 2023 |
| E.J. Baldridge | 02/18 | Sept 30 2021 | Sept 30 2023 |
| VACANT (Rittenhouse) | 02/19* | Sept 30 2022 | Sept 30 2024 |
| Reed Claybrook | 03/19* | Sept 30 2022 | Sept 30 2024 |

**ALTERNATES**: (not applicable to Airport Zoning)

| | |
|---|---|
| James Robert Franklin | Sept 30 2021 |
| **VACANCY** | **Sept 30 2020** |

**From:** Amy Turner
**To:** Vanessa White
**Subject:** Resignation Citizens Development & Hotel/Motel
**Date:** Friday, January 8, 2021 9:18:34 AM
**Attachments:** image001.png
image002.png
image003.png
image004.png

---

See resignation below.


**Amy M. Turner, TRMC, MMC**
*City Secretary* | City of Midland
O. 432-685-7430

Signature

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702
F. 432-685-7433


---

**From:** Kate Williamson <kate@basinhillgroup.com>
**Sent:** Thursday, January 7, 2021 3:41 PM
**To:** Amy <aturner@midlandtexas.gov>
**Subject:** HOT

Hey there and happy new year Amy!

I'm not sure how long a term I was serving, but I need to step down due to other work and family obligations. It could be that my term expired anyway, but I just wanted to go ahead and let you know in case the council was filling slots. It's been so awesome to be on this committee and work with you, but it's time to let someone else have a turn!


**Kate Jeffrey Williamson**
**202.281.9241 (c)**
Basin Hill Group
Midland, Texas
kate@basinhillgroup.com



CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

## APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

**PLEASE TYPE OR PRINT CLEARLY:**

**Date:** 1/14/2021

**Name:** Elizabeth Rader Haigler

**Phone:** 307-631-8537 **(Home)**

**Address:** 1409 Pine Ave W **(Business)**

Midland TX 79705

**Email:** ezrader@gmail.com

(City) (State) (Zip)

**I am** [✓] **I am not** [ ] **a U.S. Citizen**

**Please tell us about yourself:**

**Are you a graduate of Midland 101?** [ ] **yes** [✓] **no**

**I have lived in Midland** 3 **years.**

**Occupation:** HR Professional

**Professional and/or Community Activities:**

Oil and Gas Industry Professionals, Chi Omega Women's Fraternity- Midland Alum Chapter President

Young Professionals in Energy- Midland Chapter, Schnauzer Rescue of Houston- foster parent

Make a Wish- volunteer, Junior Achievement of Houston

**What is your personal vision for the City?**

Midland reminds me of my hometown and it is a place that I want to live in, thrive in, and show others how fantastic of a gem it is.

I see the need to help support all aspects of the area, not just for it's economic gains. I see Midland as a fast growing, business

oriented place that can be a hub for young professionals, business entrepenurers, but also a place for families and community to grov

**Please specify any time constraints you may have.**

I will be able to make time needed for this opportunity.

**Please list below the Board(s) or Commission(s) on which you are interested in serving:**

**(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)**

**(1) Name of Board/Commission:**

I am willing to serve on any board that has need- my professional roles have included the areas of Strategic Planning,

Higher Educaiton, Non-Profit Organizations, Women's Leadership Boards, and Human Resources.

Boards that I might fit best include: City Development Advisory Committee, Personnel Board of Appeals, Midland Higher Education F

**Please tell us why you are interested in serving on this board or commission.**

I have a passion for civic engagement and helping shape the strategy and innovations where ever I am. I have lived in Dallas and

Houston but I am from a town very similar to Midland. I believe that I can help mold and support Midland as a place

for businesses, young professionals, families, and exciting new business endevors while partnering with oil/gas businesses.

**What contribution would you most like to make?**

I have experience on working with teams, setting goals, and outlining ways to make improvements that reduce waste and approach problems in new ways. I would like to spend my time with others brainstorming and coming up with ways to support Midland and everything this city has to offer.

**Additional pertinent information or references:**

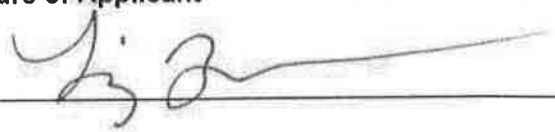
**(2) Name of Board/Commission:**

**What contribution would you most like to make?**

**Additional pertinent information or references:**

***Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.***

**Signature of Applicant**



**Applications may be submitted online via email or print in order to send by mail or fax:**

**City of Midland**
**City Secretary's Office**
**PO Box 1152**
**Midland, TX 79702**
**FAX: (432) 685-7433**

Submit Via Email

Print Application

MIDLAND
*Feel the Energy!*

## APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

**PLEASE TYPE OR PRINT CLEARLY:**

**Date:** 10/14/2020

**Name:** James "Jim" Murphy

**Phone:** (432) 557-1833 **(Home)**

(432) 631-2745 **(Business)**

**Address:** 6300 Chickasaw

Midland TX 79705

(City) (State) (Zip)

**Email:** Jimm.murf@gmail.com

**I am** [✓] **I am not** [ ] **a U.S. Citizen**

**Please tell us about yourself:**

**Are you a graduate of Midland 101?** [ ] **yes** [✓] **no**

**I have lived in Midland** 29 **years.**

**Occupation:** Assistant District Manager - GNL Crude Transportat

**Professional and/or Community Activities:**

Servant leader at Stonegate Fellowship, Troop Dad for daughters Girl Scout Troop, and enjoy helping youth learn more about aviation

**What is your personal vision for the City?**

My vision for Midland is to help people feel at home in our town as opposed to just being here for work. Also to make our aviation and public transportation infrastructure convienient and safe for all that live in or pass through our city.

**Please specify any time constraints you may have.**

I am on call 24-7 so things do pop up that are out of my control. Most of the time I can make arrangements that allow me to attend scheduled events.

**Please list below the Board(s) or Commission(s) on which you are interested in serving:**

**(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)**

**(1) Name of Board/Commission:**

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

**Please tell us why you are interested in serving on this board or commission.**

I have always had an interest in the aviation community and I enjoy serving others. I believe that my experience as a pilot and knowledge of the industry would help our airports better serve the community.

**What contribution would you most like to make?**

I would like to be a voice for the continued growth of our Air and Spaceport. I believe that we have many people in the community that can fill these roles in the future and help to deversify our economy.

**Additional pertinent information or references:**

**(2) Name of Board/Commission:**

Midland Odessa Urban Transit District Board

**What contribution would you most like to make?**

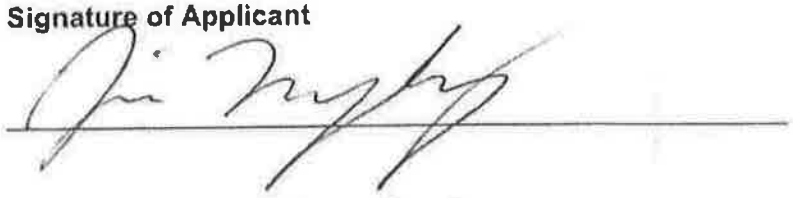
I would like to help the public transportation system serve the people of Midland in the most effecient and safe manor possible.

**Additional pertinent information or references:**

I currently work in the transportation industry and have been to several MOTRAN meetings.

***Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.***

**Signature of Applicant**



**Applications may be submitted online via email or print in order to send by mail or fax:**

**City of Midland**
**City Secretary's Office**
**PO Box 1152**
**Midland, TX 79702**
**FAX: (432) 685-7433**

Submit Via Email

Print Application

MIDLAND
Feel the Energy!

## APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

**PLEASE TYPE OR PRINT CLEARLY:**

Date: 10-14-2020

Name: Khris O'Grady

Phone: 432-634-6352 (Home)
432-684-4465 (Business)

Address: 6306 Homestead Blvd

Email: Ogratomt@suddenlink.net

Midland (City) Tx (State) 79707 (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☑ no

I have lived in Midland 34 years.

Occupation: Office Manager, Blog Manager

Professional and/or Community Activities:

Employed @ Leslie Hendrix Wood Interiors, Member St Ann's Church (volunteer Faith Formation, Life Teen) Member & office Lee High Rebel Volleyball Booster Club 2012-2019), Member DAR (Colonial Thenneius Dei Chapter)

What is your personal vision for the City?

Thriving Economy, low taxes, good & safe roads, low crime, great schools

Please specify any time constraints you may have.

NONE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

Please tell us why you are interested in serving on this board or commission.

There is an opening on this board and I want to get involved with city goverment and learn new things.

**What contribution would you most like to make?**

Make the best decisions for the City of Midland
Become more involved in city

**Additional pertinent information or references:**

Texas A+M Graduate BBA in Marketing
Worked in Advertising & Marketing before having children.
Returned to work in 2018.

**(2) Name of Board/Commission:**

**What contribution would you most like to make?**

**Additional pertinent information or references:**

***Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.***

**Signature of Applicant**

Khris O'Grady

**Applications may be submitted online via email or print in order to send by mail or fax:**

**City of Midland**
**City Secretary's Office**
**PO Box 1152**
**Midland, TX 79702**
**FAX: (432) 685-7433**

Submit Via Email

Print Application

## APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

**PLEASE TYPE OR PRINT CLEARLY:**

**Date:** 9/28/2020

**Name:** James Gerety

**Phone:** 432-967-3030 **(Home)**

**Address:** 6404 Homestead Blvd

432-570-1990 **(Business)**

Midland CA 79707

**Email:** james.gerety@att.net

(City) (State) (Zip)

**I am** [✔] **I am not** [ ] **a U.S. Citizen**

**Please tell us about yourself:**

**Are you a graduate of Midland 101?** [ ] **yes** [✔] **no**

**I have lived in Midland** 21 **years.**

**Occupation:** Domino's Pizza Franchisee

**Professional and/or Community Activities:**

Board Member Midland Community Theater 2007-2008

Board Member Breaking Bread Kitchen 2003-2009, 2018 to present Treasurer

Board Member Domino's Franchisee Association 2007- Present, Board Presidnet 2012-2019

**What is your personal vision for the City?**

To continue the growth of our city into a more diverse business community by attracting new businesses and provide a business friendly environment.

**Please specify any time constraints you may have.**

None

**Please list below the Board(s) or Commission(s) on which you are interested in serving:**

**(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)**

**(1) Name of Board/Commission:**

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

**Please tell us why you are interested in serving on this board or commission.**

Would like to improve the attractiveness of businesses coming to the city/airport area for space and aeronautical related purposes and distribution services.

**What contribution would you most like to make?**

Provide viewpoints and feedback from a business perspective that can improve our community.

**Additional pertinent information or references:**

**(2) Name of Board/Commission:**

**What contribution would you most like to make?**

**Additional pertinent information or references:**

Asa Franchisee of Domino's Pizza I employ over 700 people from Abilene to Pecos. We are proud to own 6 stores in Midland employing over 150 people. I have a desire to serve and give back to the community that has provided our family an opportunity to serve them.

***Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.***

**Signature of Applicant**

James Gerety Digitally signed by James Gerety
Date: 2020.09.28 13:04:18 -05'00'

**Applications may be submitted online via email or print in order to send by mail or fax:**

**City of Midland**
**City Secretary's Office**
**PO Box 1152**
**Midland, TX 79702**
**FAX: (432) 685-7433**

Submit Via Email

Print Application

**CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD**

(Advisory; Membership - 7: Terms - 2 Years Staggered)

4-2020, 3-2021

| MEMBER | TERM EXPIRES | ATTENDANCE | MEETINGS ATTENDED | TOTAL MTGS | ELIGIBLE | NOTES |
|---|---|---|---|---|---|---|
| Joey Hopkins | Sept 30 2022 | 100% | 3 | 3 | Yes | |
| Brandon Ofield | Sept 30 2022 | 0% | 0 | 3 | Yes | Appt. 9/2020 |
| Alex Singh | Sept 30 2020 | 100% | 3 | 3 | Yes | |
| Becky Wisdom | Sept 30 2020 | 100% | 3 | 3 | Yes | |
| Ellen K. Rasmsey | Sept 30 2021 | 100% | 3 | 3 | Yes | |
| VACANT (Williamsom) | Sept 30 2021 | 0% | 0 | 3 | Yes | |
| David Blackketter | Sept 30 2021 | 100% | 3 | 3 | Yes | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| APPLICANTS NAME | Additional Boards Applying to | NOTES |
|---|---|---|
| Elizabeth Haigler | | |
| Vicky Hailey | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT**
**(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)**

| MEMBER | TERM EXPIRES | ATTENDANCE | MEETINGS ATTENDED | TOTAL MTGS | ELIGIBLE | NOTES |
|---|---|---|---|---|---|---|
| Matthew Wallace | Sept 30 2020 | 75% | 3 | 4 | No | |
| Derek Whiting | Sept 30 2021 | 100% | 4 | 4 | Yes | |
| E.J. Baldridge | Sept 30 2021 | 100% | 4 | 4 | Yes | |
| VACANT (Rittenhouse) | Sept 30 2022 | 25% | 1 | 4 | Yes | |
| Reed Claybrook | Sept 30 2022 | 50% | 2 | 4 | Yes | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| ALTERNATES: (not applicable to Airport Zoning) | | | | | | |
| James Robert Franklin | Sept 30 2021 | | | | | |
| VACANCY | Sept 30 2019 | | | | | |
| VACANCY | Sept 30 2020 | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Applicants Name | Additional Boards Applying to | COUNCIL NOTES |
|---|---|---|
| James Gerety | | |
| James "Jim" Murphy | | |
| Khris O'Grady | | |
| Robert Gray | | |
| | | |
| | | |
| | | |
| | | |

**MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD**
**(Advisory; Membership - 6: Terms - 2 Years Staggered)**

| MEMBER | TERM EXPIRES | ATTENDANCE | MEETINGS ATTENDED | TOTAL MTGS | ELIGIBLE | NOTES |
|---|---|---|---|---|---|---|
| VACANT (Westmoreland) | Sept 30 2019 | 0% | | 10 | Yes | |
| E.J. Baldridge | Sept 30 2019 | 90% | 9 | 10 | Yes | Still Intrested in Serving |
| Iris Foster | Sept 30 2019 | 90% | 9 | 10 | Yes | Still Intrested in Serving |
| Joseph Sanchez | Sept 30 2020 | 70% | 7 | 10 | Yes | Appointed Dec 2019 |
| Jack Ladd | Sept 30 2020 | 10% | 1 | 10 | Yes | Appointed July 2020 |
| John Norman | Sept 30 2021 | 0% | 0 | 10 | Yes | Appointed July 2020 |
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| Applicants Name | Additional Boards Applying to | COUNCIL NOTES |
|---|---|---|
| James "Jim" Murphy | | |
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## APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

**PLEASE TYPE OR PRINT CLEARLY:**

**Date:** 1/19/2021

**Name:** Vicky Hailey

**Phone:** 432-235-2044 **(Home)**

**Address:** P.O. Box 50008

432-688-4315 **(Business)**

Midland TX 79710

**Email:** vickyhailey@att.net

(City) (State) (Zip)

**I am** [✔] **I am not** [ ] **a U.S. Citizen**

**Please tell us about yourself:**

**Are you a graduate of Midland 101?** [ ] **yes** [✔] **no**

**I have lived in Midland** 67 **years.**

**Occupation:** Administrative Assistant

**Professional and/or Community Activities:**

Served on the City Council for three consective terms (2003-2013)

**What is your personal vision for the City?**

My vision for Midland is to grow and change with the times and be inclusive for the entire city.

**Please specify any time constraints you may have.**

None

**Please list below the Board(s) or Commission(s) on which you are interested in serving:**

**(You can find a complete and current list on the City's website at www.midlandtexas.gov)**

**(1) Name of Board/Commission:**

Citizens Development and Hotel/Motel Advisory Board

**Please tell us why you are interested in serving on this board or commission.**

I served on this board while on City Council.

**What contribution would you most like to make?**

I will work for a shared vision for all of Midland. I am a good team player.

**Additional pertinent information or references:**

**(2) Name of Board/Commission:**

**What contribution would you most like to make?**

**Additional pertinent information or references:**

***Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.***

**Signature of Applicant**



**Applications may be submitted online via email or print in order to send by mail or fax:**

**City of Midland**
**City Secretary's Office**
**PO Box 1152**
**Midland, TX 79702**
**FAX: (432) 685-7433**

Submit Via Email

Print Application

MIDLAND
*Feel the Energy!*

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**PLEASE TYPE OR PRINT CLEARLY:**

**Name:** Robert Gary Gray

**Address:** 4309 Greenville Dr.

Midland (City) TX (State) 79707 (Zip)

**Date:** 1/4/2021

**Phone:** 4323527552 **(Home)**

4322215103 **(Business)**

**Email:** garygray@me.com

**I am** [✓] **I am not** [ ] **a U.S. Citizen**

**Please tell us about yourself:**

**I have lived in Midland** 25 **years.**

(I did graduate from Leadership Midland in the 1990s,

**Are you a graduate of Midland 101?** [ ] **yes** [✓] **no**

**Occupation:** Business owner / Physical Therapist

**Professional and/or Community Activities:**

Teen Flow Board of Directors (current), Midland Children's Rehab Center, Medical Advisory Board (current), Green Tree Country Club Board of Governors (current) and past President, American Cancer Society (previous), Texas Board of Physical Therapy Examiners (2006-2019, 6 years as Chair), radio broadcaster for MISD varsity football (current)

**What is your personal vision for the City?**

A thriving City that is attractive to businesses, entrepreneurs, and familes. To attain such we must improve all aspects of our environment and community including housing, schools, recreation and certainly the airport and all it involves.

**Please specify any time constraints you may have.**

None

**Please list below the Board(s) or Commission(s) on which you are interested in serving:**

**(You can find a complete and current list on the City's website at** www.midlandtexas.gov**)**

**(1) Name of Board/Commission:**

Zoning Board of Adjustments & Airport Zoning Board of Adjustments

**Please tell us why you are interested in serving on this board or commission.**

I find myself traveling 30-40 times per year from MAF and feel that my input from a traveler/user perspective would have value.

**What contribution would you most like to make?**

Participation in prudent decision making that benefits all users, employees, contractors and tennants of the Midland airport.

**Additional pertinent information or references:**

Reference - Mayor Patrick Payton

**(2) Name of Board/Commission:**

**What contribution would you most like to make?**

**Additional pertinent information or references:**

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**Signature of Applicant**



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